

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
JULY 15, 2019
ST FRANCIS AREA SCHOOLS DISTRICT OFFICE
4115 Ambassador Blvd NW
6:00 PM

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
 - A. City Council Minutes – July 1, 2019
 - B. Accept the Resignation of Part Time Liquor Store Clerk Andrea Schauer
 - C. Authorizing Liquor Store Manager to fill the Part Time Vacancy
 - D. Routine Biosolids Removal WWTP
 - E. Routine Sewer System Cleaning (Jetting)
 - F. Wastewater Agreement- Oak Grove
 - G. Payment of Claims
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Ordinance 249, Second Series - Chapter 6, Section 8. Pawn Brokers (2nd Reading)
 - B. Resolution 2019-25 – Authorizing Summary Publication of Ordinance 249, Second Series
 - C. Ordinance 250, Second Series - Chapter 4, Section 6. Rental Housing Licensing (2nd Reading)
 - D. Declaring Surplus Property – Duty Officer Pick Up and Transfer of Police Tahoe to the Fire Department – Resolution 2019-26
 - E. 2019 Water Meter Replacement Project – Accepting Bids and Awarding Contract-Res 2019-27
 - F. Setting a Work Session for 2020 Budget Discussion – July 22, 2019
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
 - A. Department Reports – Public Works Monthly Reports
 Police Department Quarterly Report
 - B. Councilmember Reports -
 - C. Upcoming Events –
 - July 17 Planning Commission Meeting @ St. Francis Area Schools District Office 7:00 pm
 - July 20 Recycling Event @ LePage and Sons, 9 am - noon
 - Aug 5 City Council Meeting @ St. Francis Area Schools District Office 6:00 pm
 - Aug 6 Night to Unite @ Community Park 5:00 pm – 8:00 pm
 - Aug 19 City Council Meeting @ St. Francis Area Schools District Office 6:00 pm
12. ADJOURNMENT

**CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY**

**CITY COUNCIL MINUTES
JULY 1, 2019**

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

The regular City Council meeting was called to order at 6:00 pm by Mayor Steve Feldman.

2. **ROLL CALL**

Members present: Mayor Steve Feldman, Councilmembers Kevin Robinson, Joe Muehlbauer, Robert Bauer and Sarah Udvig.

Also present; Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Engineer Craig Jochum (Hakanson Associates, Inc.), City Administrator Joe Kohlmann, Community Development Director Kate Thunstrom, Police Chief Todd Schwieger, Fire Chief Dave Schmidt, Water/Wastewater Utility Supervisor Parish Barten, Liquor Store Manager John Schmidt, Finance Director Darcy Mulvihill and Accounting Tech/Deputy Clerk Jenni Wida.

3. **APPROVAL OF AGENDA**

MOTION BY MUEHLBAUER SECOND ROBINSON APPROVING THE REGULAR CITY COUNCIL AGENDA. Motion carried 5-0.

4. **CONSENT AGENDA**

MOTION BY BAUER SECOND UDVIG APPROVE THE CONSENT AGENDA ITEMS A-B and D-G AS FOLLOWS:

- A. City Council Minutes – June 17, 2019
 - B. Ratify the Appointment of Jennifer Wida for the Acct Tech/Deputy Clerk position
 - ~~C. Rivers Edge – Land Surveyor's Certificate of Plat Correction~~
 - D. The Meadows Development Agreement
 - E. Routine Replacement of Zero Turn Mower
 - F. HVAC Contract Renewal with UHL
 - G. Payment of Claims \$140,962.83 (Check #'s 76067-76113)
- Motion carried 5-0.

4. C **Rivers Edge – Land Surveyor's Certificate of Plat Correction**

Update on the revisions on some of the numbers on the survey that was previously in the packet for the Rivers Edge Development.

MOTION BY BAUER SECOND MUEHLBAUER TO APPROVE THE REVISIONS TO THE LAND SURVEYOR'S CERTIFICATE OF PLAT CORRECTION FOR THE RIVERS EDGE DEVELOPMENT. Motion carried 5-0.

5. **MEETING OPEN TO THE PUBLIC**

None

6. **SPECIAL BUSINESS**

None

7. **PUBLIC HEARING**

None

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

A. Ordinance 249, Second Series - Chapter 6, Section 8. Pawn Brokers
Community Development Director Kate Thunstrom reported it has been identified that the City's pawnbroker license ordinance does not meet the needs of the City in regards to the type of process, State Statutes and fee requirements. Pawnshops are businesses with a strict reporting and tracking requirement. In order to get our ordinance in line we used existing cities, models from organizations with businesses that work with pawnbrokers to update our code. This will make sure we are meeting State Statute, law enforcement and tracking requirements. Due to the length of the revised ordinance, I have included the existing two-page code along with the drafted new code language for comparison. Thunstrom then went into more detail of what is all included in the revised ordinance.

Mayor Feldman asked about the control, looks like with the revision we have more control. Thunstrom said, correct.

Robinson – Business owner in full agreement? Thunstrom stated yes the business owner is in full agreement and is in aware of what is being presented.

The rest of the Council members were concerned that the business owner was aware of the licensing and that the business owner understood what would be required of him and the business.

Police Chief Schwieger said this would allow us to monitor what is going in and out of the business. Again, the business owner is aware of how the reporting will work.

MOTION BY ROBINSON SECOND BAUER APPROVING THE FIRST READING OF ORDINANCE 249, SECOND SERIES – CHAPTER 6, SECTION 8 ENTITLED PAWN BROKERS – PRECIOUS METAL DEALERS - SECOND HAND GOODS DEALERS.

Roll Call: Ayes: Robinson, Muehlbauer, Feldman, Bauer, and Udvig
Nays: None

Motion carried 5-0.

B. Ordinance 250, Second Series-Chapter 4, Section 6. Rental Housing Licensing
Thunstrom reported cities use rental programs to serve the community needs by holding property owners to a standard of safe and decent housing. The City established a rental housing license ordinance in December 2013. All properties starting January 15, 2014 with even numbered addresses would renew on even years and odd numbered addresses would renew on odd years. In 2017, staff worked with Council and reduced the rental program fees. Thunstrom then gave an overview of the staff recommendations that are included in the revised ordinance. Mayor Feldman read from the packet the five bullet items from the memorandum on the changes that are being recommended by staff.

- Administering the Rental License as a business license to create a consistent and transparent process
- Clarifying language on when and how a property would require an inspection
- Removing language that is beyond the City's enforceable capacity
- Identifying site capacity and the process for conversion
- Creating a minimum standard of conduct to address properties with high volume call and enforcement issues

Feldman said I am all in favor of the recommended changes.

Bauer commented that he was in agreement because it didn't overstep homeowners versus renters.

Udvig stated that she is in agreement, as a renter I like to know what is going on.

Muehlbauer had no additional comments.

Robinson asked about adjusting the fee. Thunstrom stated that our fees were high compared to neighboring communities. We also tweaked the level of our costs and the fee for the number of units. Robinson questioned updates on fees? When would something like this need to be updated? Every two years? Thunstrom stated that updating would occur, as it is needed instead of fixing once it is broken. Robinson said it sounds like a reasonable proposal.

MOTION BY UDVIG SECOND MUEHLBAUER APPROVING THE FIRST READING OF ORDINANCE 250, SECOND SERIES – CHAPTER 4, SECTION 6 ENTITLED "RENTAL HOUSING LICENSING".

Roll Call: Ayes: Muehlbauer, Feldman, Bauer, Udvig and Robinson.
Nays: None.

Motion carried 5-0.

10. MEETING OPEN TO THE PUBLIC
None

11. **REPORTS**

A. Department Reports – Community Development /Building-Quarterly Report

Community Development Director Kate Thunstrom gave the council an overview of the department's last quarter's activity.

-MnDOT's second open house will be held Thursday, September 19th at the First Baptist Church. At this open house MnDOT should have some initial designs or ideas.

-Kwik Trip is seven weeks from completion.

-Meridian is still on track to break ground late summer.

- Bridge Street properties are in various stages.

-Meadows Townhomes closed with Joshua Markum Homes last week and have started building.

-Woodhaven Expansion are adding units.

-Rivers Edge continue to move forward with the next phases as well.

-Permits are down from last year but with the new projects coming in we should be at or above last year

-Permit Revenue is higher this year, 74% of the permit revenue this year is commercial (School buildings and Kwik Trip)

-Administratively, we continue to work with the DNR Variance, efficiency with in the department, ordinances and Comprehensive Plan.

-Code Enforcement, currently approximately 30 properties we are dealing with.

Mayor Feldman stated on page 5 of your report– of these 30 properties would some of these people be more likely to respond if they were updated with the codes or sent a reminder? Thunstrom stated that we have some that comply right away.

Mayor Feldman asked in your paragraphs you state, we have given some extensions, are these people complying. Thunstrom stated that yes they are in constant communication with staff. Mayor Feldman asked, once people are notified do they comply. Thunstrom stated yes they do, but once you start looking at the properties with multiple code violations they are not complying. Mayor Feldman stated that a meeting would be scheduled in the future for a work session to discuss this further down the road.

Udvig, Bauer and Muehlbauer - said good report.

Mayor Feldman– our commercial permits fees are split with Metro West Inspections – Thunstrom – correct we are splitting some of the fees with Metro West. Metro West has the designation with the State for the school buildings.

Robinson –like the comprehensive report. How do we compare with residential permits in other communities?

Thunstrom – we are on trend with what is around us. Further south there are more permits, but those are multi-family and higher density housing. We probably have more affordable single-family lots.

Mayor Feldman– The key to this is long-term development with reputable builders and developers. Also, like your report.

B. Councilmember Reports-

Udvig – Attended the school board meeting and had a farewell to Superintendent Troy Ferguson and welcome the new Superintendent Beth Giese.

Bauer – Enjoy the summer and be safe for the 4th, and don't over indulge.

Robinson - Night to Unite is coming up. It is important for neighbors to get together, beware of not leaving your garage open. Be safe for the 4th and respect your neighbors.

Muehlbauer - will be absent the next meeting, July 15.

Feldman – First I have a question for John (Schmidt -Liquor Store Manager) this year we didn't have food truck come to the store parking lot like last year. Schmidt stated he did contact a vendor and our paths have not crossed. Feldman said if we don't get one this year we can get one next year. Something was brought to my attention today, a problem that was created because they didn't call ahead. I have said this at numerous meetings. This person should have called ahead before building something. I can't emphasize this enough, before you dig, put a footing in or before you install HVAC - please call ahead before starting. Let's work together to serve you better. Please be safe with the fireworks this week and have a safe and happy 4th. Discussed the upcoming events: Free Car Seat July 11, Recycling Day July 20th, Night to Unite coming up.

Mayor Feldman asked Parish (Barten – Water/Wastewater Utility Supervisor), do you know how far the guys are on installing the solar panels on the signs? Barten said I believe there are one or two left. Feldman wanted to commend public works; there are six solar panels, we went from lithium to solar to charge the batteries. These signs will move around the city to capture speed of vehicles. Mayor Feldman stated this helps keep our community safe and our police officers safe as well. Good job on raising the height so that it is harder to vandalize. Riverbank and Kings Hwy residents have been notified of construction starting.

City Engineer Craig Jochum stated – Century Link and Connexus should be out next week. They should be able to start July 8th.

C. Upcoming Events -

July 4 City Offices Closed – Holiday

July 11 Free Car Seat Safety Clinic @ St. Francis Police Dept. 4-7pm

July 15 City Council Meeting @ St. Francis Area Schools District Office 6:00 pm

July 20 Recycling Event @ LePage and Sons, 9 am - noon

Aug 5 City Council Meeting @ St. Francis Area Schools District Office 6:00 pm

12. **ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular city council at 6:37 pm.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 B

TO: Joe Kohlmann, City Administrator
FROM: John Schmidt, Liquor Store Manager
SUBJECT: **Part Time Liquor Store Employee**
DATE: 7/10/19

OVERVIEW:

Andrea Schauer has turned in her notice of resignation.

ACTION TO BE CONSIDERED:

- **Allow the resignation of part time employee**
- **Deny the resignation of part time employee**

BUDGET IMPLICATION:

There will be no additional budget implications..

Attachments:

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 C

TO: Joe Kohlmann, City Administrator
FROM: John Schmidt, Liquor Store Manager
SUBJECT: Part Time Liquor Store Employee
DATE: 7/10/19

OVERVIEW:

We are looking to add another PT Employee. We have very good employees, but we run thin. They are starting to get tired of working as much as they have been. One of the things about the Bottle Shop is our employee retention, and I'd like to keep it that way.

ACTION TO BE CONSIDERED:

- Allow the hire of a part time employee
- Deny the hire of a part time employee

BUDGET IMPLICATION:

There will be little to no additional budget implications, as the new hire will be working hours already assigned to current employees. Not adding shifts.

Attachments:

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 D

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: Routine Biosolids Removal WWTP
DATE: 7-15-2019

OVERVIEW: The wastewater treatment facility generates a by-product called biosolids, these biosolids must be disposed of yearly. Biosolids are created from a treatment process called wasting, which is the removal of excess solids from the treatment system that are no longer needed to help treat the incoming wastewater. The biosolids are pumped to three-500,000 gallon tanks. When those tanks become full, the biosolids have to be processed (dewatered) and disposed of. There are two options that are allowed by the Minnesota Pollution Control Agency (MPCA) for disposal of biosolids, haul to a land fill or land application. Land applying is a more stringent and regulated method of disposal but provides beneficial nutrients to any crop grown on the land and is generally a less expensive option if land sites are near the facility. Any potential site that is chosen requires soil testing to be completed for nutrient and soil analysis, the ground water table level must be determined and setbacks from property lines must be calculated before biosolids can be applied. There are only small windows of time during the year when biosolids can be applied on agricultural land. Unfortunately, because of the late winter and wet spring that we had, we were unable to do soil analysis and get sites permitted for spring land application. Staff is currently working with the MPCA on permitting sites to apply biosolids this late summer to early fall, when the planted crop is harvested. Because the biosolids holding tanks are nearing capacity, we will need to process (dewater) the biosolids before the next land application window, which would be late summer, early fall. Processed solids are only allowed to be stored on a permitted land application site for thirty days before being cultivated into the soil. Due to this regulation, the dewatered biosolids will have to be stored at the wastewater facility site until the crops are harvested. Once the crops are harvested from the permitted land sites, the dewatered biosolids will be hauled to the sites for application and cultivation into the soil, in accordance with State and Federal regulations. Potential contractors were asked to provide pricing for 5 years to help provide flexibility when trying to meet the limited application windows. Only one Contractor provided a quote this year.

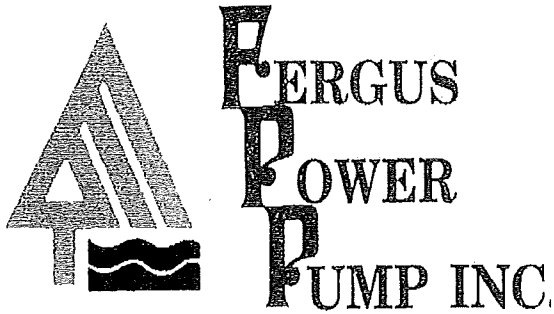
ACTION TO BE CONSIDERED: Consider accepting the quote for the removal of biosolids from the wastewater treatment facility for the next 5 years from Fergus Power Pump to perform work as described in the amount of **\$89,240.00 for year 1, \$86,300.00 for year 2, \$88,850.00 for year 3, \$91,400.00 for year 4 and \$93,950.00 for year 5.**

BUDGET IMPLICATION: This is a budgeted for item in the yearly operations and maintenance budget for sewer.

Parish Barten

From: Jim - Fergus Power Pump <jim@ferguspowerpump.com>
Sent: Tuesday, July 9, 2019 12:35 PM
To: Parish Barten
Subject: REVISED PROPOSAL FOR REMOVAL OF BIOSOLIDS

Caution: This email originated outside our organization; please use caution.



**Biosolids
Management**

• 24978 - 225th Street • Fergus Falls, MN 56537
Phone (218) 736-6772 • Fax (218) 736-7115
Email: fppinc@prtcl.com • www.ferguspowerpump.com

July 9, 2019

Mr. Parish Barten
Water and Wastewater Systems Supervisor
City of St. Francis
4058 St. Francis Blvd
St. Francis, MN 55070

RE: REVISED PROPOSAL FOR REMOVAL OF BIOSOLIDS

Dear Mr. Barten:

Thank you for allowing Fergus Power Pump, Inc to submit a proposal for the removal of Biosolids at St. Francis, MN. Fergus Power Pump Inc. will provide the best possible solution and production regarding the removal of Biosolids.

The proposal was prepared with the understanding services will be for a period of five (5) years.

Fergus Power Pump, Inc. proposes the following:

DEWATER & LAND APPLY DEWATER CAKE

Fergus Power Pump, Inc. will provide a belt press and all appurtances to dewater approximately 850,000 gallons of Biosolids at 1 - 3% from your mechanical plant.

Mobilization/Demobilization

Year 1 **\$ 6,900.00**

Year 2	\$ 6,900.00
Year 3	\$ 6,900.00
Year 4	\$ 6,900.00
Year 5	\$ 6,900.00

Page 2
Mr. Parish Barten
City of St. Francis

Dewatering & Hauling & Land Apply Dewater Cake (10 miles or less)

Year 1	850,000 gallons @ \$0.087	\$ 73,950.00
Year 2	850,000 gallons @ \$0.09	\$ 76,500.00
Year 3	850,000 gallons @ \$0.093	\$ 79,050.00
Year 4	850,000 gallons @ \$0.096	\$ 81,600.00
Year 5	850,000 gallons @ \$0.099	\$ 84,150.00

This pricing does include the cost of polymer.

The City of St. Francis is to supply loader and operator to load trucks at the facility.

The city is responsible to provide staff and all necessary equipment for placement of belt press in the designated site. This includes crane, dollies, hydraulic jacks, and support blocks.

If project is to complete in temperatures below 40 degrees F the unit needs to be place in heated temporary structure. All fees associated for temporary structure will be the City's responsibility.

Fergus Power Pump, Inc. will provide the following management services for land application by liquid or cake:

- 1) Fergus Power Pump Inc. will prepare the Land Application permit for the field sites required for land application of Biosolids.
- 2) Fergus Power Pump Inc. will prepare the annual report required by the Minnesota Pollution Control Agency.
- 3) Fergus Power Pump Inc. will provide technical support and consulting services in the managing of the disposal of the Biosolids from the primary pond.
- 4) St. Francis will need to collect representative samples of the Biosolids and send to a lab for analysis.

- 5) All fees associated with collecting samples and analytical fees will be the responsibility of St. Francis.

Page 3

Mr. Parish Barten
City of St. Francis

Management Cost Management services include but are not limited to; office time, meetings, telephone correspondence, preparation of reports etc. Travel includes but not limited to meetings, site reviews etc. Travel expense is the total time to and from the office and is separate from the cost for management services.

Management Services	\$120.00 per Hour
Travel	\$100.00 per Hour

All fees associated with collecting soil samples and analytical fees will be the responsibility of St. Francis.

Fergus Power Pump, Inc proposes a minimum fix fee for management services of \$8,390.00 for year 1. Years 2 thru year 5 a minimum fix fee for management service \$2,900.00

FUEL CLAUSE: A fuel surcharge will be added should the price of fuel be over \$3.25 / gallon, per invoice of usage per unit. All equipment necessary will be full of fuel at the start of the project and refueled at the end of the end of the project.

Example: Surcharge = Current price of fuel \$3.85 - \$3.25 = \$0.60 * gallons used per unit

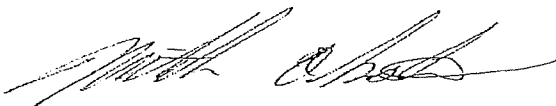
Removal and Land Application of Biosolids will be conducted as per Minnesota Pollution Control Agency, MPCA and EPA Rules within regard to land application of Biosolids. Fergus Power Pump is a MPCA Type IV Certified Corporation.

Fergus Power Pump, Inc. reserves the unilateral right to modify the rates and charges in the event of any material cost, change in any law, rule, regulation, or any change in the interpretation, application, or enforcement thereof upon City of St Francis a 10 days' written notice.

Once again, Fergus Power Pump, Inc. would like to thank you for the opportunity in submitting a proposal for City of St. Francis, MN.

If you have any questions or need clarifications, please do not hesitate to call.

Sincerely,



Mitch Okerstrom, President

Parish Barten

From: Ericka Day <eday@SYNAGRO.com>
Sent: Tuesday, June 25, 2019 9:33 AM
To: Parish Barten

Caution: This email originated outside our organization; please use caution.

Hey Parish! My apologies, I got back from vacation and am in the middle of work travels currently- I will let you know by tomorrow if we still plan on submitting a quote- thank you!

Ericka Day
Synagro
772-971-6286

[

Ericka Day
North Plains Sales Representative
5300 W. Stewart Ave, Wausau, WI, 54401
O: | M: 1-772-971-6286
eday@SYNAGRO.com | synagro.com<www.synagro.com> Facebook<https://urldefense.proofpoint.com/v2/url?u=https-3A__www.facebook.com_synagro_-3Ffref-3Dnf&d=DwlFAg&c=wZlz6BR1yds6ABxMNYcTPKRj39yq004hegHRzkEljMM&r=ttzP9DezUESIfTaprqvu8XZm__RuOCC08vLeqqstqo8&m=vgRT6w_KtBNJAtKBI-yq2G3jys3rlu4o3UeGF0k0xwQ&s=q949Fpcshl45mYnz2sEMrOOfu3JG9IKyTFSa12YC0kQ&e= > |>
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Parish Barten

From: Ericka Day <eday@SYNAGRO.com>
Sent: Wednesday, July 3, 2019 9:25 AM
To: Parish Barten
Subject: RE: Quote

Caution: This email originated outside our organization; please use caution.

Good morning Parish!

We won't be able to deliver our quote this week- a lot of our personnel that are vital for building our scope have been out due to the holidays. I know you have been wanting to go to the board-if we are too late, that is fine, let me know- I don't want to keep you waiting any longer- my apologies! I hope you have a great 4th!

Ericka

From: Parish Barten <PBarten@stfrancismn.org>
Sent: Friday, June 28, 2019 2:53 PM
To: Ericka Day <eday@SYNAGRO.com>
Subject: Re: Quote

Any chance on getting it by Monday?

Sent from my iPhone

On Jun 28, 2019, at 12:48 PM, Ericka Day <eday@synagro.com> wrote:

Caution: This email originated outside our organization; please use caution.

Hey Parish!

My apologies, what a wild week! As of now we are still planning on submitting a proposal- thank you!!

From: Parish Barten <PBarten@stfrancismn.org>
Sent: Thursday, June 27, 2019 11:48 AM
To: Ericka Day <eday@SYNAGRO.com>
Subject: Quote

Hi Ericka,

I hope you had a great vacation? It's always tough going back to work. I didn't see anything yesterday so I was just wondering if Synagro is still interested in submitting a quote for our biosolids?

If you could let me know.. that would be great!

Parish Barten

Parish Barten

From: Loni Meier <loni@nutriject.com>
Sent: Tuesday, June 25, 2019 10:37 AM
To: Parish Barten
Subject: St Francis, MN Biosolids project

Caution: This email originated outside our organization; please use caution.

Parish,

After reviewing this project, Nutri-Ject Systems will not be placing a bid. Minnesota's biosolids process is very involved when it comes to the land application. We appreciate the opportunity to review the project and if there is anything else we can do for the city, please let me know.

Respectfully,

Loni Meier

Project Manager
319-242-1947 - Cell



Nutri-Ject Systems Inc.
800-798-4205 - Office
319-988-3506 – Fax
www.NutriJect.com

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**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 E

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: Routine sewer system cleaning (Jetting)
DATE: 7-15-2019

OVERVIEW: Each year, the City of St. Francis hires a jetting company to clean one of the five sanitary districts as part of our annual sewer maintenance program. This year, it will be district three. This area consists of all sewer mains with in the Deer Creek Development and going east on Fox St and 232nd Ave. Sewer cleaning or jetting is accomplished by using high pressure water (2000 psi) to scour and clean the collection system mains. This is done to eliminate any potential blockages or obstructions in the main preventing the flow of wastewater, and to preventing backups.

ACTION TO BE CONSIDERED: Council approval of the quotes, Council authorize the low quote of **\$8,700.00** from Empire Pipe Services to perform work.

BUDGET IMPLICATION: This is a budgeted item in the yearly operation and maintenance budget, typically approved by Council every December.

Attachments: Map of area to be cleaned, 2 quotes.



Legend

- City Limits
- Railroads
- Parcels (2-8-2017)
- Parcels Isanti
- Ponds
- Lakes
- Rivers
- State Land
- City Parks
- County Parks
- 2017 Aerial Photo
- Red: Band_1
- Green: Band_2
- Blue: Band_3

2019 District 3
Jetting



Disclaimer:
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various sources, and it is to be used for reference purposes only. The City of St. Francis is not responsible for any inaccuracies herein contained.

0 527 Feet



1630 - 91st Avenue NE, Suite 110
Blaine MN 55449

Phone 218-927-3138
E-mail joy.larsen@ritterinc.net

Quote: Sanitary Sewer Cleaning

ITEM	UNIT	EST QTY	UNIT PRICE	AMOUNT
Combination Machine Cleaning	LF	15,000	\$ 0.65	\$ 9,750.00
Total Quote				\$ 9,750.00

Joy Larsen-Ritter
CEO
6/25/2019



June 26, 2019

Maintenance Proposal

Submitted To: City of St. Francis
4058 St. Francis Blvd.
St. Francis, MN 55070

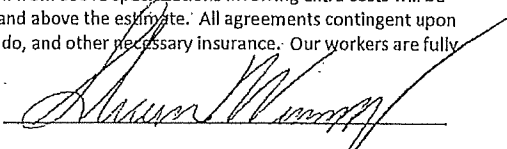
Attn: Parish Barten

Job Name/ Location: Sanitary Sewer Cleaning Maintenance Proposal, St. Francis, MN

We hereby submit the following specifications per these scope clarifications:

- The total Sanitary Sewer proposed to be Cleaned is approximately 15,000' of 8" piping
- Sewer Maps/Plans will need to be provided and manholes need to be exposed
- Pricing breakdown is on the 2nd page of the maintenance proposal
- Cleaning includes up to (2) cleaning passes, over (3) will be considered "heavy cleaning"
- Any specialty cleaning such as root cutting or deposit removal will be at an additional hourly charge
- We assume to have access to water at no additional charge to conduct cleaning
- Dump site for all vacuumed debris will need to be provided by the city pricing does not include dumping elsewhere at this time
- We assume all Manholes are accessible by street or alley way any easement work would be done on an hourly basis.
- Our technicians are PACP certified (Pipeline Assessment Certification Program) any video will be conducted per PACP guidelines unless requested differently
- If needed our televising software is GIS asset software compatible
- This quote is based on this volume of footage if there is a deduction of footage of more than a 1,000 ft this may result in a higher per foot price
- (1) mobilization is included at this time
- Manhole Inspections if requested will be conducted per Level 1(MACP guidelines)
- Minimal Traffic Control is included at this time
- Any work done on Highways may require Right of Way work permits from MN DOT

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.


Authorized Signature: Shawn Wenner

Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Authorized Signature



June 26, 2019

City of St. Francis
4058 St. Francis Blvd.
St. Francis, MN 55070

Attn: Parish Barten

City of St. Francis

Sanitary Sewer Cleaning Maintenance Proposal

2018

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Price
1	Cleaning only of existing Sanitary Sewer 8"	LF	15,000	\$0.58	\$8,700.00
2	(Mobilization is included in the per ft price)				\$0.00
Total Estimated Amount:					\$8,700.00

Additional Item Rates that may be needed on a per Incident Basis for the duration of the agreement*

1	Jet Vac Truck w/opertaor	HR	1	\$240.00
2	Root Cutting & Deposits (Camera & Jet Vac)	HR	1	\$475.00
3	Televising Truck w/operator	HR	1	\$225.00
4	Lateral Launch Camera	quote on per incident basis		
5	Manhole Inspections (MACP Level 1)	EA	1	\$70.00
6	Cleaning of Lift station (Average cost)	EA	1	\$450.00
7	Trenchless Spot Repair	per incident basis		
8	Per Diem (only if there is additional work over 6 hrs)	EA	1	\$250.00
9	Technician only	HR	1	\$70.00

*Additional items will be tracked in half-hour increments

Please note: We share our hourly rates for the "Additional Items" in confidence we ask that you do not share this information w/competitors and only use this information for city purposes.

Wenner Holdings, LLC, DBA Empire Pipe Services
415 Truman Street
North Mankato, MN 56003


Shawn Wenner, CEO Empire Pipe Services

Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Authorized Signature

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Ponds of Oak Grove Wastewater Agreement
DATE: July 15th, 2019

OVERVIEW

The City of St. Francis and the City of Oak Grove came to terms on a wastewater connection agreement between the Ponds of Oak Grove and the city of St. Francis' wastewater treatment facility.

Staff was notified that the City of Oak Grove will be opening bids for the connection on July 22nd with a potential bid awarded on July 29th. Oak Grove Staff requested an executed copy of the agreed upon terms of the wastewater agreement.

At the March 4th City Council Meeting, the final proposed terms were rejected by the City of St. Francis. The offer was then sent back to Oak Grove which did receive approval. Aside from a couple of fixed typos, and the rejected proposed terms from Oak Grove - the only major change to this document was under 4(B) which was explained at the March 4th Meeting and agreed upon by Oak Grove.

Recommended Motion:

Motion to enter into the attached Sewer Wastewater Service and Purchase Agreement with the City of Oak Grove.

SEWER WASTEWATER SERVICE AND PURCHASE AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____, 2019, hereinafter referred to as "Effective Date," by and between the City of Saint Francis, a municipal corporation located in Anoka County, Minnesota, hereinafter referred to as "Seller," and the City of Oak Grove, a municipal corporation located in Anoka County, Minnesota, hereinafter referred to as "Purchaser."

WITNESSETH:

That the said parties, in consideration of the mutual covenants and agreements hereinafter set forth, have agreed to and with each other as follows:

1. Term of Contract

A. This contract shall be for a Term of twenty (20) years from the date of the Effective Date listed above, unless terminated earlier as hereinafter provided. This contract may be terminated pursuant to the provisions of Section 8, or may be terminated upon one hundred and eighty (180) days' written notice by either party if federal or state laws or regulations are enacted or promulgated which substantially affect rights, duties or obligations of either party, or both parties, under this contract.

2. Sewer Waste Water Service

A. Seller hereby agrees to allow Purchaser to connect to Seller's wastewater collection and processing system, hereinafter referred to as "Waste Water Treatment Facility" or "WWTF," in order to service "The Ponds Development Area," as defined in paragraph C below, at rates governed by Section 3. The cost of extending a sewer service main and connecting to the WWTF shall be borne by, and be the responsibility of, Purchaser. As long as all terms and conditions of this contract are complied with, Seller will exercise best efforts to provide sanitary sewer collection system and service up to the connection point between its WWTF and The Ponds Development Area. The connection point shall be defined as manhole "O" which is represented on sheet 33 of 41 of the Record Plans for the 2015 Bridge Street Utility Improvements as shown in Exhibit B.

B. Sewer waste water service under this contract will be provided by the Seller to the Purchaser, and not to a separate entity or person including the residents of the Ponds subdivision. The Purchaser will be responsible for payment to the Seller for sewer wastewater services under this contract. The Purchaser shall be responsible for any billings to end users of the sewer wastewater services in The Ponds Development Area.

C. A sewer wastewater service district is established, hereinafter referred to as "The Ponds Development Area" (see "Exhibit A" for legal description of). Sewer wastewater service will be provided only to The Ponds Development Area as provided in this contract. The Purchaser may request, and the Seller shall consider, an expansion of The Ponds Development Service Area and the extension of services to such additional areas. In addition, the Purchaser may allow up to an additional forty (40) single family residential homes located within the Ponds Development Area to connect to the WWTF. Sewer wastewater service shall be for residential uses only. Sewer wastewater service outside of The

Ponds Development Area may be permitted upon the mutual agreement of both the Seller and the Purchaser.

D. Other or Expanded Users. The parties agree that as of the effective date of this Agreement there are no other users than single family residential within The Ponds Development Service Area. Seller reserves the right to refuse to enter a service agreement with any Other or Expanded Users. Sewer wastewater service outside The Ponds Development Area may be permitted upon the mutual agreement of both the seller and purchaser.

The parties agree that this contract shall apply to residences located within The Ponds Development Area, as may be modified from time to time. Seller agrees that it will not unreasonably withhold its consent to a requested expansion of the service area, providing that the WWTF and collection system is reasonably adequate to provide conveyance and treatment for the additional area. This would also include consideration of public, institutional, commercial or industrial uses.

3. Rates

A. Seller hereby agrees to provide sewer wastewater service to Purchaser at a sewer base rate set at an equivalent rate charged to the residents of St. Francis, and a usage fee rate equivalent to that charged to the residents of St. Francis. As of the effective date of this agreement, the City of St. Francis charges a monthly base rate, a monthly usage rate based on water consumption and offers the "Lookback Program" to St. Francis residents (residential rates for May-Oct are based on the average water consumption for Jan-March). This may be amended from time to time and all rates charged to The Ponds Development will be consistent with the rates charged to St. Francis residents for the duration of this agreement.

B. Seller may adjust its sewer wastewater rates to reflect increased costs of Seller's sewer wastewater processing, including cost of power, wastewater treatment, wastewater treatment chemicals and other direct and indirect costs related to the processing of waste water, as well as overall increases in direct, indirect, administrative and other costs of wastewater processing, including, but not limited to: labor; supplies; construction; repair; improvement; fuel; power; transportation; employee benefits; contractual services; replacement; treatment plant construction and maintenance; and general administrative expenses. Seller will provide written notice of any proposed rate or fee adjustment of 10% or more to Purchaser at least forty-five (45) days prior to the proposed effective date of such adjustment, and shall afford Purchaser the opportunity to comment. Seller acknowledges and agrees that Purchaser may notify all sewer service users in The Ponds Development Area of any proposed rate adjustments, and that such users will also be afforded a reasonable opportunity for comment.

C. Purchaser shall pay Seller the following:

- (1) One Hundred Thousand dollars (\$100,000), payable in two (2) installments of \$50,000 paid on or before the date of connection to St. Francis WWTF and the second installment one year from the date of connection to St. Francis WWTF. Such payments shall fully satisfy any and all connection, availability or similar up-front charges or fees that might otherwise be due or owed for existing sewer connections in The Ponds Development Area as of the date of this contract.
- (2) \$4,284 for any new sewer connections made within The Ponds Service Area upon full execution of this agreement, provided that such connection charge amount is subject to change per the St. Francis Fee Schedule set annually, but will reflect the same Sewer Access Charge that is charged in the City of St. Francis. The parties acknowledge and agree that Purchaser will collect this payment amount, prior to or at the time of connection, from each newly connected user of the WWTF and will pay Seller within 30 days of collection.

4. Sewer Wastewater System Facilities

A. Initial Construction: Purchaser will purchase, install and maintain at its own expense, all sanitary sewer system components plus all equipment necessary to connect Purchaser's sanitary sewer to Seller's wastewater collection system. Seller shall review and approve all construction plans for any portion of the collection system located within the Ponds Development modified after the effective date of this contract.

B. Purchaser's Decommissioning of Facilities: Decommissioning of the Purchaser's WWTF serving the Ponds Development Area will occur within three (3) years following the execution of this contract in accordance with MPCA. Prior to decommissioning, Purchaser will make every effort to dispose of treated effluent water from existing pond through normal/routine discharge methods to a level of less than 6 inches of remaining treated water. ONLY clear, treated, wastewater effluent may be discharged to the St Francis wastewater system. Water level in the effluent pond shall be at the minimum level achievable by existing pumping equipment prior to any transfer. Seller shall review and approve Purchasers' decommissioning plans. Influent pump screen shall be placed in a corral to prevent any sludge or biosolids from entering the pump and the City of St Francis wastewater collection system. Transfer rates from the effluent pond shall not exceed 200 gpm or Seller's wastewater collection system capacity, whichever is less at the time of decommissioning. All transfer pumping operations shall be coordinated with the St Francis Wastewater Treatment Plant Staff and will only occur during normal working hours of the St Francis Wastewater Treatment Plant Staff. Purchaser shall notify Seller a minimum of 48 hours in advance of any transfer of treated effluent into the Seller's wastewater collection system. St Francis WWTP Staff has authority to stop transfer pumping or refuse any treated wastewater pond effluent from Purchaser at any time to prevent damage to the St Francis WWTP operations. Transfer pumping operations must be monitored regularly to prevent the pumping of anything other than treated wastewater effluent. Purchaser is responsible for the cost of cleaning any portion of the St Francis wastewater collection system if anything other than treated wastewater pond effluent is accidentally pumped into said system.

C. The Purchaser shall be responsible for the operation, repair and maintenance of the sewer wastewater collection system and equipment within The Ponds Development Area, to the point of connection to the Seller's wastewater collection system. All such equipment and facilities shall conform to the applicable laws and regulations of the State of Minnesota and the United States, including the Minnesota Department of Health and Minnesota Pollution Control Agency. Purchaser shall also be responsible for all testing, flow monitoring, and all analytical work for the sewer wastewater collection system within The Ponds Development, as required by the Minnesota Pollution Control Agency, or other regulatory agency as may be subject to change. Purchaser shall be responsible for any penalties or violation fees from the Minnesota Pollution Control Agency or other similar agency if such penalties or violation fees are due to Purchaser's action or inaction. Purchaser shall also be responsible for any current or future fees from the extension or expansion of the collection system, imposed by the Minnesota Pollution Control Agency or other similar agency.

D. The Purchaser shall keep reliable records of sewer wastewater main construction and a current list of the number of connections. Such records shall be subject to reasonable inspection by representatives of the Seller.

E. Purchaser shall provide a certified collection system operator as required by the Minnesota Pollution Control Agency.

F. Purchaser agrees to provide Seller with right of access for wastewater sampling and monitoring as needed.

5. Meter Reading and Billing

A. Monthly readings of the master drinking water meter measuring total flow from The Ponds Development Area to Seller's WWTF shall be made by the Purchaser and Seller on the last working day of each month. The parties shall reasonably cooperate in scheduling such readings. Billings by the Seller shall be mailed to the Purchaser on or before the tenth (10th) day of the following month and payment on such bills shall be made by the Purchaser to the Seller on or before the twentieth (20th) day of that month at the address provided in Section 10.

B. Infiltration and Inflow: Purchaser will cooperate with Seller and all applicable agencies to eliminate infiltration and inflow into facilities serving The Ponds Development Area. Purchaser shall monitor infiltration and inflow during routine maintenance and review of the collection system and report any findings of the infiltration and inflow to the Seller immediately.

6. Liability of Seller

Except as provided in paragraph 7, the Seller shall not be liable to Purchaser for reasonable interruption in service, or for failure to deliver sewer wastewater processing resulting from the failure of capacity, inability to secure necessary processing materials, breakdown or damage to processing, pumping, transmission, storage or collection facilities, work stoppage or other conditions beyond the control of the Seller.

7. Indemnification

The Seller agrees to indemnify and hold the Purchaser harmless from any and all claims or demands for damages arising out of or which may result from the WWTF and service supplied pursuant to this contract, except as may arise out of or result from facilities under the Purchaser's ownership and control, and from the use, installation, maintenance, modification and repair of its facilities, and from any and all claims arising from the interruption of service, sewer back-ups, or termination of service arising out of or resulting from its WWTF.

The Purchaser agrees to indemnify and hold the Seller harmless from any and all claims or demands for damages arising out of or which may result from facilities under the Purchaser's ownership and control, and from the use, installation, maintenance, modification and repair of its facilities and from any and all claims arising from the interruption of service, sewer back-ups, or termination of service arising out of such facilities.

8. Termination and Default

Either party shall have the right to terminate the water service provided to the Purchaser by the Seller in the event that the other party fails to comply with any of the terms and conditions of this contract upon one hundred eighty (180) days written notice, such written notice to be provided in accordance with Section 10. In the event the Purchaser fails to pay charges lawfully due to the Seller under the terms of this contract, this shall constitute default of the contract by

the Purchaser and the Seller shall have the right to terminate sewer wastewater service. However, such service may be terminated only after reasonable notice to the Purchaser, and the Purchaser shall have a reasonable opportunity after such notice to correct and cure any condition which is cited by the Seller as a cause for termination of sewer wastewater service.

9. Annexation.

Nothing herein changes the parties' annexation rights pursuant to applicable law provided, however, that Seller shall not initiate a petition for annexation of The Ponds Development Area. Moreover, the parties agree that all wastewater facilities in the Ponds Development Area are owned by Purchaser and Purchaser would need to convey such assets to Seller in order for Seller to assume ownership thereof.

10. Enforcement and Attorneys' Fees

In the event that either party to this contract shall bring a claim to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.

11. Notices

All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Seller: City of St. Francis
 Attn: Public Works Director
 4058 St. Francis Blvd. NW
 St. Francis, MN 55070

If to Purchaser: City of Oak Grove
 Attn: City Administrator
 19900 Nightingale Street NW
 Oak Grove, MN 55011

12. Authority

Each of the individuals executing this contract on behalf of the Seller or the Purchaser represents to the other party that such individual is authorized to do so.

13. Binding Effect.

This contract shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

14. Complete Contract; Amendments.

This contract constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this contract must be in writing and executed by both parties.

15. Governing Law.

This contract shall be construed in accordance with the laws of the State of Minnesota.

16. Severability.

If any term of this contract is found to be void or invalid, such invalidity shall not affect the remaining terms of this contract, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

SELLER:

CITY OF ST. FRANCIS

By: _____
Steven Feldman, Mayor

By: _____
Barbara I. Held, City Clerk/Treasurer

PURCHASER:

CITY OF OAK GROVE

By: _____

By: _____

STATE OF MINNESOTA)

COUNTY OF _____)
)SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Steven Feldman and Barbara I. Held, the Mayor and City Clerk/Treasurer, respectively, of the City of St. Francis, on behalf of the City.

Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ the _____, of the City of Oak Grove, on behalf of said City.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION FOR THE PONDS

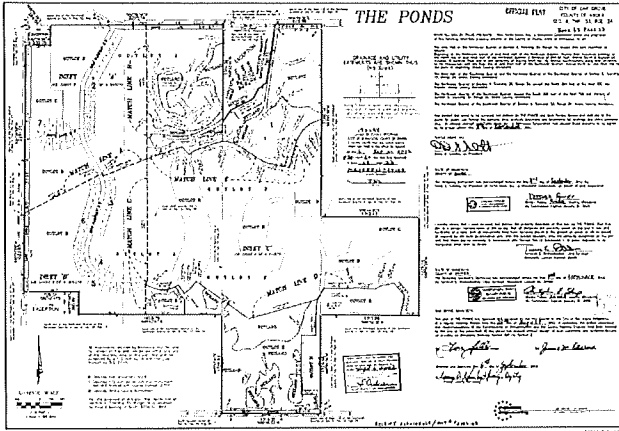
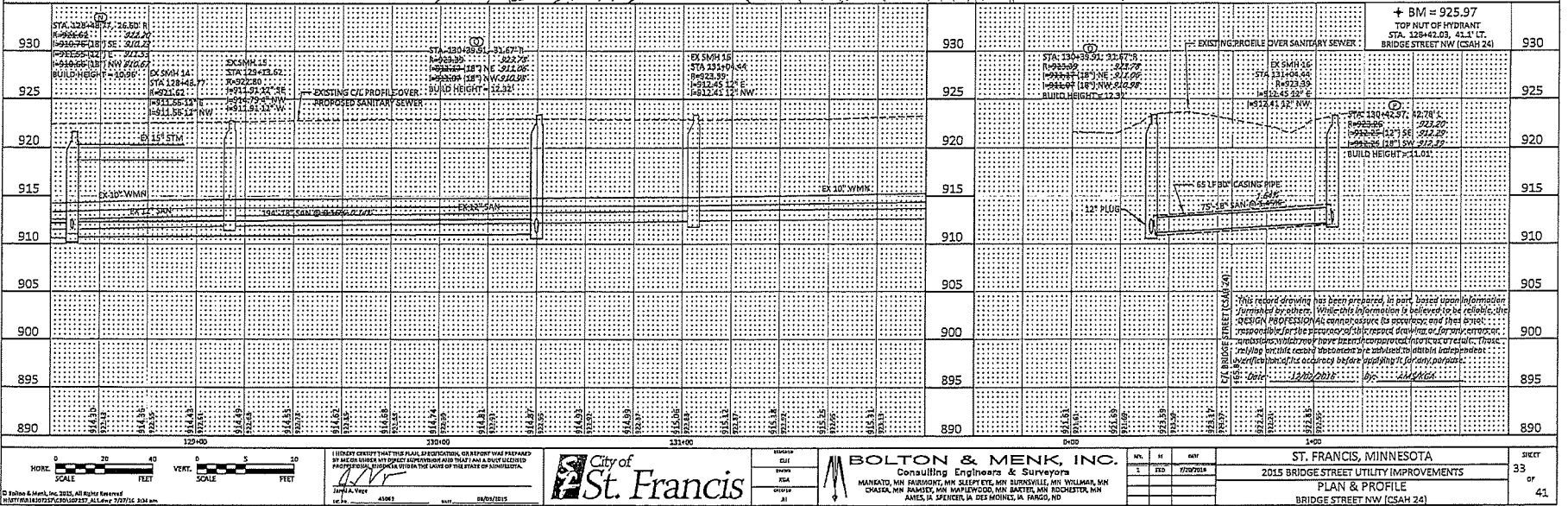
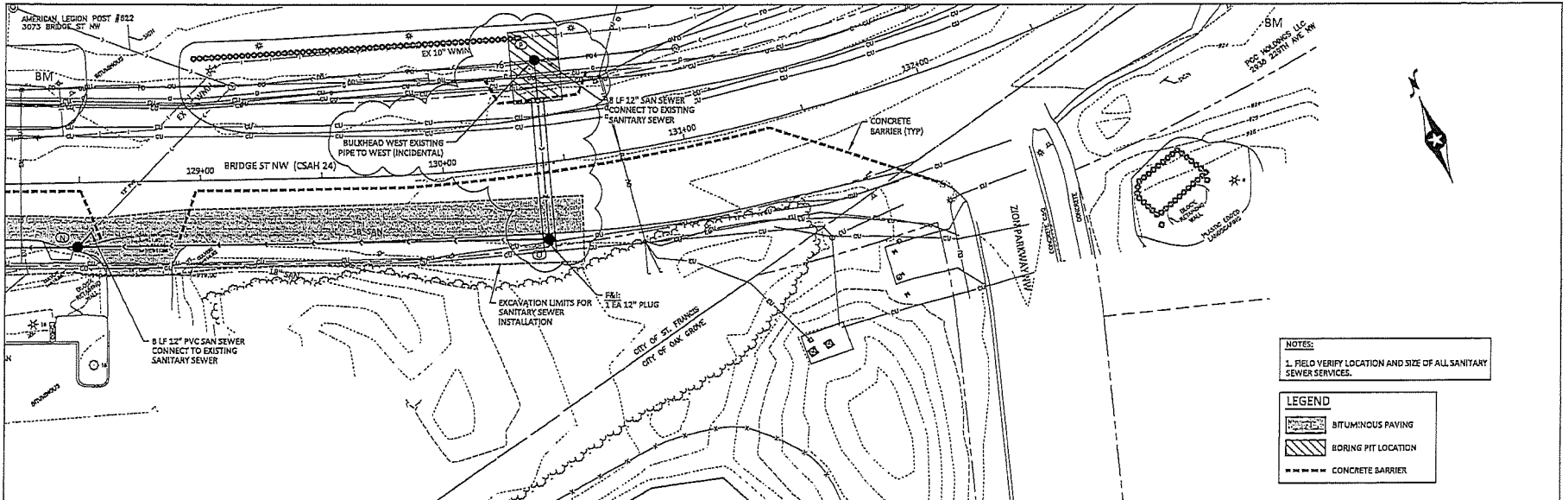


EXHIBIT B



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**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 G

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 07-10-2019

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$145,005.94 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments -\$164,865.01.
Direct Transfer from Previous Month-\$179,495.05
Manual Checks-None

ACTION TO BE CONSIDERED:

Approved under consent agenda to allow Finance Director to draft checks or ACH withdrawals for the attached bill list. Please note additional bills may be handed out at the council meeting.

BUDGET IMPLICATION:

City bills

Attachments:

- 07-15-2019 Packet List
- 07-15-2019 Other Checks



07/11/2019 8:37 am

PAYMENT BATCH AP 07-15-19

ACE SOLID WASTE, INC.

07/01/2019	5047008	E 101-42110-384	Refuse/Garbage Disposal	GARBAGE	92.59
07/01/2019	5047008	E 101-42210-384	Refuse/Garbage Disposal	GARBAGE	61.41
07/01/2019	5047008	E 101-43100-384	Refuse/Garbage Disposal	GARBAGE	23.13
07/01/2019	5047008	E 101-43100-384	Refuse/Garbage Disposal	GARBAGE	57.88
07/01/2019	5047008	E 101-43210-384	Refuse/Garbage Disposal	GARBAGE	58.45
07/01/2019	5047008	E 101-45200-384	Refuse/Garbage Disposal	GARBAGE	23.15
07/01/2019	5047008	E 101-45200-384	Refuse/Garbage Disposal	GARBAGE	57.88
07/01/2019	5047008	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE	72.72
07/01/2019	5047008	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE	23.15
07/01/2019	5047008	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE	72.72
07/01/2019	5047008	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE	23.15
07/01/2019	5047008	E 609-49750-384	Refuse/Garbage Disposal	GARBAGE	191.23
					<u>\$757.46</u>

AFFOLTER, PATRICIA L

G 601-22200	Deferred Revenues	REF ACCT #1913	248.38
			<u>\$248.38</u>

AIRGAS NORTH CENTRAL

07/30/2019	9962882273	E 101-43100-217	Other Operating Supplies	RENTAL	12.65
07/30/2019	9962882273	E 101-43210-217	Other Operating Supplies	RENTAL	12.65
07/30/2019	9962882273	E 101-45200-217	Other Operating Supplies	RENTAL	12.65
07/30/2019	9962882273	E 601-49440-217	Other Operating Supplies	RENTAL	12.65
07/30/2019	9962882273	E 602-49490-217	Other Operating Supplies	RENTAL	12.65
					<u>\$63.25</u>

ALL TRAFFIC SOLUTIONS

06/04/2019	SIN023029	E 402-42110-580	C-O-L Other Equipment	EQUIPMENT	3,000.00
06/13/2019	SIN023124	E 101-49200-441	Miscellaneous	SOLAR PANEL	4,144.00
06/27/2019	CM0008	E 101-49200-441	Miscellaneous	SOLAR PANEL CREDIT	(1,719.00)
					<u>\$5,425.00</u>

ANOKA COUNTY

E 101-41400-441	Miscellaneous	RECORD CUP INPATIENT	46.00
			<u>\$46.00</u>

ANOKA COUNTY ATTORNEYS OFFICE

07/03/2019	.0719	E 208-42110-441	Miscellaneous	ICR# 17-216415	286.80
					<u>\$286.80</u>

ARK TOWING AND RECOVERY

06/11/2019	90594	E 101-42110-441	Miscellaneous	2015 GOLF CART	124.00
					<u>\$124.00</u>

ASPEN MILLS

06/25/2019	239067	E 101-42110-437	Uniform Allowance	UNIFORM - ROBERTS	149.85
					<u>\$149.85</u>

AXON ENTERPRISE, INC

06/24/2019	SI-1597390	E 101-42110-237	Small Equipment	ANNUAL ASSURANCE PLAN	197.22
					<u>\$197.22</u>

BAER, MARK & MICHELLE

G 601-22200	Deferred Revenues	REF ACCT #4562	269.73
			<u>\$269.73</u>

BALDWIN, PENNY

G 601-22200	Deferred Revenues	REF ACCT# 2647	61.05
			<u>\$61.05</u>

BANYON DATA SYSTEMS, INC

06/27/2019	00159061	E 101-41540-301	Auditing and Acct g Services	PAYROLL RETIREMENT MODULI	357.00
06/27/2019	00159061	E 601-49440-301	Auditing and Acct g Services	PAYROLL RETIREMENT MODULI	59.50
06/27/2019	00159061	E 602-49490-301	Auditing and Acct g Services	PAYROLL RETIREMENT MODULI	59.50
06/27/2019	00159061	E 609-49750-301	Auditing and Acct g Services	PAYROLL RETIREMENT MODULI	119.00
07/01/2019	00159041	E 101-41540-301	Auditing and Acct g Services	FUND, PAYROLL, FA SUPPORT	1,071.00
07/01/2019	00159041	E 601-49440-301	Auditing and Acct g Services	FUND, PAYROLL, FA SUPPORT	178.50
07/01/2019	00159041	E 602-49490-301	Auditing and Acct g Services	FUND, PAYROLL, FA SUPPORT	178.50
07/01/2019	00159041	E 609-49750-301	Auditing and Acct g Services	FUND, PAYROLL, FA SUPPORT	357.00
					<u>\$2,380.00</u>

BERNICK COMPANIES, THE

06/27/2019	513441	E 609-49751-254	Miscellaneous Merchandise	MISC	20.00
06/27/2019	513442	E 609-49751-252	Beer For Resale	BEER	166.40
07/03/2019	515094	E 609-49751-252	Beer For Resale	BEER	149.60
					<u>\$336.00</u>

BISHOP, BRIAN

G 601-22200	Deferred Revenues	REF ACCT #3926	232.42
			<u>\$232.42</u>

BODIN, KOHL

G 601-22200	Deferred Revenues	REF ACCT #4725	269.36
			<u>\$269.36</u>

BOND TRUST SERVICES

06/14/2019	50957	E 602-47000-620	Fiscal Agent s Fees	2010A BONDS	475.00
					<u>\$475.00</u>

BREAKTHRU BEVERAGE

06/20/2019	2080239818	E 609-49751-251	Liquor For Resale	LIQUOR	(1.33)
06/20/2019	2080239818	E 609-49751-253	Wine For Resale	WINE	(32.74)
06/27/2019	1080991809	E 609-49751-206	Freight and Fuel Charges	FREIGHT	87.59
06/27/2019	1080991809	E 609-49751-251	Liquor For Resale	LIQUOR	5,212.18
06/27/2019	1080991809	E 609-49751-253	Wine For Resale	WINE	256.00
06/27/2019	1080991809	E 609-49751-254	Miscellaneous Merchandise	MISC.	63.00
07/03/2019	1080995076	E 609-49751-206	Freight and Fuel Charges	FREIGHT	23.38
07/03/2019	1080995076	E 609-49751-251	Liquor For Resale	LIQUOR	1,657.90
07/03/2019	1080995076	E 609-49751-253	Wine For Resale	WINE	129.99
					<u>\$7,395.97</u>

BROTHERS FIRE PROTECTION CO

06/25/2019	30323	E 101-42110-401	Repairs/Maint Buildings	ANNUAL ALARM	70.00
06/25/2019	30323	E 101-43100-401	Repairs/Maint Buildings	ANNUAL ALARM	70.00
06/25/2019	30323	E 101-45200-401	Repairs/Maint Buildings	ANNUAL ALARM	70.00
06/25/2019	30323	E 601-49440-401	Repairs/Maint Buildings	ANNUAL ALARM	70.00
06/25/2019	30323	E 602-49490-401	Repairs/Maint Buildings	ANNUAL ALARM	70.00
06/26/2019	30353	E 101-42110-401	Repairs/Maint Buildings	ANNUAL SPRINKLER	35.00
06/26/2019	30353	E 101-43100-401	Repairs/Maint Buildings	ANNUAL SPRINKLER	35.00
06/26/2019	30353	E 101-45200-401	Repairs/Maint Buildings	ANNUAL SPRINKLER	35.00
06/26/2019	30353	E 601-49440-401	Repairs/Maint Buildings	ANNUAL SPRINKLER	35.00
06/26/2019	30353	E 602-49490-401	Repairs/Maint Buildings	ANNUAL SPRINKLER	35.00
					<u>\$525.00</u>

CARVER PHOTO

06/17/2019	201905-001	E 101-42110-217	Other Operating Supplies	PERSONNEL PHOTOS	500.00
					<u>\$500.00</u>

CINTAS

06/25/2019	4024530324	E 609-49750-219	Rug Maintenance	RUG MAINTENANCE	11.26
07/02/2019	4025064618	E 101-42110-311	Contract	JANITORIAL SERVICES	9.60
07/02/2019	4025064618	E 101-43100-311	Contract	JANITORIAL SERVICES	9.62
07/02/2019	4025064618	E 101-45200-311	Contract	JANITORIAL SERVICES	9.62
07/02/2019	4025064618	E 601-49440-311	Contract	JANITORIAL SERVICES	9.62

07/02/2019	4025064618	E 602-49490-311	Contract	JANITORIAL SERVICES	9.62
07/02/2019	4025064721	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	5.32
07/02/2019	4025064721	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	5.32
07/09/2019	4025465367	E 101-41940-219	Rug Maintenance	RUG MAINTAINENCE	16.16
					\$86.14

COUNTY MARKET - CITY ACCOUNT

07/01/2019	.0719	E 101-42210-212	Motor Fuels	FUEL	270.79
					\$270.79

CRYSTAL SPRINGS ICE

06/22/2019	002.B006788	E 609-49751-254	Miscellaneous Merchandise	MISC	74.52
06/25/2019	002.B006839	E 609-49751-254	Miscellaneous Merchandise	MISC	180.63
06/29/2019	002.B006898	E 609-49751-254	Miscellaneous Merchandise	MISC	165.78
07/01/2019	002B.006947	E 609-49751-254	Miscellaneous Merchandise	MISC	115.02
07/04/2019	002.B007005	E 609-49751-254	Miscellaneous Merchandise	MISC	169.96
07/05/2019	002.B007027	E 609-49751-254	Miscellaneous Merchandise	MISC	79.92
					\$785.83

DAHLHEIMER DIST. CO. INC.

06/26/2019	129-0725	E 609-49751-252	Beer For Resale	BEER	12,002.50
06/26/2019	129-0725	E 609-49751-254	Miscellaneous Merchandise	MISC	310.00
06/26/2019	129-0725	E 609-49751-255	N/A Products	N/A	18.40
07/03/2019	129-0805	E 609-49751-252	Beer For Resale	BEER	17,551.10
					\$29,882.00

DELL MARKETING L.P.

06/16/2019	10321769693	E 402-43100-570	C-O-L Office Equip & Misc.	COMPUTERS	1,445.10
					\$1,445.10

ECM PUBLISHERS, INC.

06/28/2019	706734	E 101-41400-351	Legal Notices Publishing	2018 FINANCIAL STATEMENTS	779.38
06/28/2019	706735	E 101-41400-351	Legal Notices Publishing	2018 FINANCIAL STATEMENTS	403.13
06/28/2019	706736	E 101-41400-351	Legal Notices Publishing	AMEND ORD. CHP 10 ZONING	37.63
					\$1,220.14

ED FIELD & SONS, INC

	G 601-22200	Deferred Revenues	REF ACCT #5578	222.04
				\$222.04

EMERGENCY AUTOMOTIVE TECH. INC

06/25/2019	SVC27335	E 101-42110-218	Equipment Repair & Maintenance	PRINTER	642.00
					\$642.00

FINANCE AND COMMERCE

06/24/2019	744327184	E 602-49490-352	General Notices and Pub Info	BID ADVERTISEMENT	99.70
					\$99.70

FLYTE HCM LLC

07/02/2019	43112	E 101-41540-301	Auditing and Acct g Services	JULY ADMIN FEES	39.00
					\$39.00

FROH, JOYCE

	G 601-22200	Deferred Revenues	REF ACCT # 4287	111.14
				\$111.14

GOPHER STATE ONE-CALL

06/30/2019	9060759	E 601-49440-442	Gopher State	TICKETS	64.13
06/30/2019	9060759	E 602-49490-442	Gopher State	TICKETS	64.12
					\$128.25

GRANITE CITY JOBBING CO.

07/02/2019	143371	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
07/02/2019	143371	E 609-49751-254	Miscellaneous Merchandise	MISC	61.02
07/02/2019	143371	E 609-49751-256	Tobacco Products For Resale	TOBACCO	2,572.21
					\$2,637.48

GREEN LIGHTS RECYCLING, INC.

05/10/2019	19-2349	E 101-43210-439	Recycling Days	BATTERIES	832.40
					<u>\$832.40</u>
HERMANN, KATE					
	G 601-22200	Deferred Revenues	REF ACCT #3980		54.67
					<u>\$54.67</u>
HOANG, TIEN & VALERIE					
	G 601-22200	Deferred Revenues	REF ACCT #3836		216.44
					<u>\$216.44</u>
HOEFER, NATHAN A					
	G 601-22200	Deferred Revenues	REF ACCT #2298		130.88
					<u>\$130.88</u>
INTERNAT L INST OF MUNI CLERKS					
06/24/2019	4767-19	E 101-41400-433	Dues and Subscriptions	ANNUAL MEMBERSHIP FEE	170.00
					<u>\$170.00</u>
JOHNSON BROS WHLSE LIQUOR					
06/21/2019	551479	E 609-49751-251	Liquor For Resale	LIQUOR	(21.64)
06/21/2019	551479	E 609-49751-253	Wine For Resale	WINE	(7.51)
06/21/2019	551480	E 609-49751-251	Liquor For Resale	LIQUOR	(53.24)
06/21/2019	551480	E 609-49751-253	Wine For Resale	WINE	(27.45)
06/26/2019	1323705	E 609-49751-206	Freight and Fuel Charges	FREIGHT	183.69
06/26/2019	1323705	E 609-49751-251	Liquor For Resale	LIQUOR	7,557.15
06/26/2019	1323706	E 609-49751-206	Freight and Fuel Charges	FREIGHT	9.42
06/26/2019	1323706	E 609-49751-253	Wine For Resale	WINE	353.50
07/02/2019	1328858	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.28
07/02/2019	1328858	E 609-49751-251	Liquor For Resale	LIQUOR	572.95
07/02/2019	1328859	E 609-49751-206	Freight and Fuel Charges	FREIGHT	18.84
07/02/2019	1328859	E 609-49751-253	Wine For Resale	WINE	762.75
					<u>\$9,354.74</u>
JOHNSON, CAROL A					
	G 601-22200	Deferred Revenues	REF ACCT #2177		97.29
					<u>\$97.29</u>
JOHNSON, TRAVIS M					
	G 601-22200	Deferred Revenues	REF ACCT #2142		36.85
					<u>\$36.85</u>
JONES, DALE A					
	G 601-22200	Deferred Revenues	REF ACCT #1676		84.09
					<u>\$84.09</u>
KNUTSON, GREGORY & YVONNE					
	G 601-22200	Deferred Revenues	REF ACCT #4362		16.28
					<u>\$16.28</u>
LMC INSURANCE TRUST					
07/01/2019	14521	E 609-49750-160	Work Comp Insurance	WC DEDUCTIBLE	637.31
					<u>\$637.31</u>
LUPULIN BREWING					
06/27/2019	21989	E 609-49751-252	Beer For Resale	BEER	176.00
					<u>\$176.00</u>
MCDONALD DIST CO.					
06/25/2019	496147	E 609-49751-252	Beer For Resale	BEER	4,008.70
06/25/2019	496147	E 609-49751-255	N/A Products	N/A	21.40
07/02/2019	497212	E 609-49751-252	Beer For Resale	BEER	10,511.90
07/02/2019	497212	E 609-49751-255	N/A Products	N/A	23.30
07/02/2019	497267	E 609-49751-252	Beer For Resale	BEER	(426.25)
					<u>\$14,139.05</u>
MEDTOX LABORATORIES, INC.					
06/30/2019	06201995907	E 101-43100-441	Miscellaneous	MED TESTING	21.06

06/30/2019	06201995907	E 101-45200-441	Miscellaneous	MED TESTING	21.06
06/30/2019	06201995907	E 601-49440-441	Miscellaneous	MED TESTING	21.06
06/30/2019	06201995907	E 602-49490-441	Miscellaneous	MED TESTING	21.07
					\$84.25

MIDCONTINENT COMMUNICATIONS

07/02/2019	13331300110448	E 609-49750-321	Telephone	LIQUOR STORE	150.00
07/02/2019	13332710110448	E 101-42110-321	Telephone	POLICE	17.14
07/02/2019	13332710110448	E 101-43100-321	Telephone	PUBLIC WORKS	17.15
07/02/2019	13334860110448	E 601-49440-321	Telephone	WATER	150.00
					\$334.29

MN COMMERCIAL ASSOC OF REAL ES

07/01/2019	2019 EXPO	E 101-41910-318	Economic Development	EXPO BOOTH	1,100.00
					\$1,100.00

MN MUNICIPAL UTILITIES ASSOC.

07/01/2019	53593	E 101-41400-311	Contract	SAFETY MGMT JUL,AUG,SEP	510.00
07/01/2019	53593	E 101-42110-311	Contract	SAFETY MGMT JUL,AUG,SEP	510.00
07/01/2019	53593	E 101-42210-311	Contract	SAFETY MGMT JUL,AUG,SEP	510.00
07/01/2019	53593	E 101-43100-311	Contract	SAFETY MGMT JUL,AUG,SEP	765.00
07/01/2019	53593	E 101-45200-311	Contract	SAFETY MGMT JUL,AUG,SEP	765.00
07/01/2019	53593	E 601-49440-311	Contract	SAFETY MGMT JUL,AUG,SEP	765.00
07/01/2019	53593	E 602-49490-311	Contract	SAFETY MGMT JUL,AUG,SEP	765.00
07/01/2019	53593	E 609-49750-311	Contract	SAFETY MGMT JUL,AUG,SEP	510.00
					\$5,100.00

M-R SIGN COMPANY, INC.

06/13/2019	204482	E 101-43100-226	Sign Repair Materials	CREDIT	(340.00)
06/26/2019	204688	E 101-43100-226	Sign Repair Materials	SIGN	1,232.22
06/26/2019	204689	E 101-43100-226	Sign Repair Materials	SIGN	177.08
					\$1,069.30

NORTH ANOKA PLUMBING

06/27/2019	2019-410	E 101-45200-229	Project Repair & Maintenance	DRINKING FOUNTAIN	4,485.00
					\$4,485.00

NOVAK-FLECK, INC.

G 803-22000	Deposits	ESC REF - 23588 QUAY ST	6,200.00
			\$6,200.00

OPUS 21

07/09/2019	190553	E 601-49440-382	Utility Billing	MAY 2019	2,602.19
07/09/2019	190553	E 602-49490-382	Utility Billing	MAY 2019	2,602.19
07/09/2019	190609	E 601-49440-382	Utility Billing	JUNE 2019	1,246.40
07/09/2019	190609	E 602-49490-382	Utility Billing	JUNE 2019	1,246.41
					\$7,697.19

PACE ANALYTICAL SERVICES

06/26/2019	1912007622	E 602-49490-313	Sample Testing	TESTING	138.00
06/26/2019	1912007623	E 602-49490-313	Sample Testing	TESTING	155.00
07/02/2019	1912007854	E 602-49490-313	Sample Testing	TESTING	138.00
07/02/2019	1912007857	E 602-49490-313	Sample Testing	TESTING	124.50
07/07/2019	1912007966	E 602-49490-313	Sample Testing	TESTING	120.00
07/07/2019	1912007979	E 602-49490-313	Sample Testing	TESTING	139.50
					\$815.00

PAUL EMMERICH CONSTRUCTION

G 803-22000	Deposits	ESC REF - 3588 235TH LANE	3,800.00
			\$3,800.00

PECKELS, AMANDA& WEINAMD, TY

G 601-22200	Deferred Revenues	REF ACCT #3996	177.73
			\$177.73

PHILLIPS WINE & SPIRITS CO.

06/21/2019	334626	E 609-49751-251	Liquor For Resale	LIQUOR	(49.88)
06/21/2019	334626	E 609-49751-253	Wine For Resale	WINE	(9.34)
06/21/2019	334627	E 609-49751-251	Liquor For Resale	LIQUOR	(30.13)

06/21/2019	334627	E 609-49751-254	Miscellaneous Merchandise	MISC	(16.08)
06/26/2019	2578380	E 609-49751-206	Freight and Fuel Charges	FREIGHT	49.46
06/26/2019	2578380	E 609-49751-251	Liquor For Resale	LIQUOR	4,709.85
06/26/2019	2578381	E 609-49751-206	Freight and Fuel Charges	FREIGHT	15.70
06/26/2019	2578381	E 609-49751-253	Wine For Resale	WINE	451.50
07/02/2019	2581916	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.49
07/02/2019	2581916	E 609-49751-251	Liquor For Resale	LIQUOR	1,962.00
07/02/2019	2581917	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.14
07/02/2019	2581917	E 609-49751-253	Wine For Resale	WINE	96.00
07/02/2019	2581918	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.14
07/02/2019	2581918	E 609-49751-254	Miscellaneous Merchandise	MISC	96.00
					\$7,297.85

POHL, MICHAEL

G 601-22200	Deferred Revenues	REF ACCT #4973	24.04
			\$24.04

Q3 CONTRACTING

06/25/2019	TMN2410789	E 101-45200-319	Events	PIONEER DAYS TC	2,410.00
					\$2,410.00

QUILL CORPORATION

06/19/2019	8183726	E 101-41400-200	Office Supplies	POST-ITS	29.99
06/21/2019	8234170	E 101-41400-200	Office Supplies	STAMP	11.29
06/24/2019	8262619	E 101-41400-200	Office Supplies	NAME PLATE	14.79
					\$56.07

ROBERTS, TYLER

G 601-22200	Deferred Revenues	REF ACCT # 5325	162.84
			\$162.84

ROSEVILLE, CITY OF

07/01/2019	0226296	E 101-41940-321	Telephone	PHONE	82.87
07/01/2019	0226296	E 101-42110-321	Telephone	PHONE	82.87
07/01/2019	0226296	E 101-42210-321	Telephone	PHONE	82.87
07/01/2019	0226296	E 101-43100-321	Telephone	PHONE	82.87
07/01/2019	0226296	E 101-45200-321	Telephone	PHONE	82.87
07/01/2019	0226296	E 601-49440-321	Telephone	PHONE	82.87
07/01/2019	0226296	E 602-49490-321	Telephone	PHONE	82.87
07/01/2019	0226296	E 609-49750-321	Telephone	PHONE	82.91
07/01/2019	0226333	E 101-41110-310	Computer Consulting Fees	IT SERVICES	310.13
07/01/2019	0226333	E 101-41400-310	Computer Consulting Fees	IT SERVICES	1,007.94
07/01/2019	0226333	E 101-41910-310	Computer Consulting Fees	IT SERVICES	155.06
07/01/2019	0226333	E 101-42110-310	Computer Consulting Fees	IT SERVICES	3,566.58
07/01/2019	0226333	E 101-42210-310	Computer Consulting Fees	IT SERVICES	573.75
07/01/2019	0226333	E 101-42400-310	Computer Consulting Fees	IT SERVICES	286.87
07/01/2019	0226333	E 101-43100-310	Computer Consulting Fees	IT SERVICES	310.22
07/01/2019	0226333	E 101-45200-310	Computer Consulting Fees	IT SERVICES	310.13
07/01/2019	0226333	E 601-49440-310	Computer Consulting Fees	IT SERVICES	310.13
07/01/2019	0226333	E 602-49490-310	Computer Consulting Fees	IT SERVICES	310.13
07/01/2019	0226333	E 609-49750-310	Computer Consulting Fees	IT SERVICES	155.06
					\$7,959.00

ROYAL SUPPLY

07/09/2019	26313	E 101-41940-210	Operating Supplies	SUPPLIES	33.80
07/09/2019	26313	E 101-42110-217	Other Operating Supplies	SUPPLIES	135.23
07/09/2019	26313	E 101-43100-217	Other Operating Supplies	SUPPLIES	67.61
07/09/2019	26313	E 101-45200-217	Other Operating Supplies	SUPPLIES	67.61
07/09/2019	26313	E 601-49440-217	Other Operating Supplies	SUPPLIES	67.64
07/09/2019	26313	E 602-49490-217	Other Operating Supplies	SUPPLIES	67.61
					\$439.50

SCHWARTZ, THOMAS

G 601-22200	Deferred Revenues	REF ACCT #4974	125.45
			\$125.45

SEMLER HOMES

G 601-22200	Deferred Revenues	REF ACCT #5136	283.58
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						\$283.58
SOUTHERN GLAZERS OF MN						
06/27/2019	1836941	E 609-49751-206	Freight and Fuel Charges	FREIGHT		14.08
06/27/2019	1836941	E 609-49751-251	Liquor For Resale	LIQUOR		1,344.09
06/27/2019	1836942	E 609-49751-206	Freight and Fuel Charges	FREIGHT		11.52
06/27/2019	1836942	E 609-49751-253	Wine For Resale	WINE		910.06
07/03/2019	1839288	E 609-49751-206	Freight and Fuel Charges	FREIGHT		15.36
07/03/2019	1839288	E 609-49751-251	Liquor For Resale	LIQUOR		1,566.40
07/03/2019	1839289	E 609-49751-206	Freight and Fuel Charges	FREIGHT		6.40
07/03/2019	1839289	E 609-49751-251	Liquor For Resale	WINE		210.00
						\$4,077.91
ST. PAUL STAMP WORKS, INC.						
06/19/2019	442976	E 101-41910-200	Office Supplies	STAMPS		58.13
						\$58.13
STATE OF MINNESOTA						
06/30/2019	00000552036	E 101-42110-311	Contract	CJDN ACCESS FEE		270.00
						\$270.00
STATE OF MN, DEPT OF FINANCE						
07/03/2019	.0719	E 208-42110-441	Miscellaneous	ICR# 17-216415		143.40
						\$143.40
THE AMERICAN BOTTLING COMPANY						
06/27/2019	3562811666	E 609-49751-254	Miscellaneous Merchandise	MISC		182.34
						\$182.34
TJ ASSOCIATES						
06/24/2019	230960	E 101-42110-448	Reserve Officers	BADGES		31.80
06/26/2019	230982	E 101-42110-448	Reserve Officers	BADGE		7.95
						\$39.75
UPPER RUM RIVER WATERSHED MGT						
	07.10.19	E 101-49200-471	Watershed	2019 AMT		6,783.22
						\$6,783.22
VINOCOPIA, INC.						
06/28/2019	0235828-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT		12.00
06/28/2019	0235828-IN	E 609-49751-253	Wine For Resale	WINE		560.00
						\$572.00
FUND SUMMARY						
						\$145,005.94

101 GENERAL FUND	\$35,464.00
208 POLICE FORFEITURE	\$430.20
402 CAPITAL EQUIPMENT	\$4,445.10
601 WATER FUND	\$8,600.14
602 SEWER FUND	\$7,015.56
609 LIQUOR FUND	\$79,050.94
803 ESCROW	\$10,000.00
Total	145,005.94

CITY OF ST. FRANCIS
7/15/2019

Checks cut since last Council Meeting

Check Number	Check Date	Payee	Description	Amount
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TOTAL	<u>0.00</u>
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Disbursements via Debits to 4M Account

Payee	Description	Amount
Bond Trust Services	2010A Bond Payments	17,440.63
Bond Trust Services	2013A Bond Payments	21,378.75
Bond Trust Services	2015A Bond Payments	10,180.00
Bond Trust Services	2016A Bond Payments	23,100.00
Bond Trust Services	2017A Bond Payments	92,765.63
TOTAL		<u>164,865.01</u>

Disbursements via Debits to Checking Account

	Payee	Description	Amount
06/03/19	Health Partners	July Insurance	21,656.87
	Cayan	Liquor CC Fees	3,253.85
06/10/19	Visa	Credit Card Bill	10,312.49
06/11/19	Village Bank	Returned Check	304.00
06/13/19	Federal Tax	Payroll	21,443.79
	PERA	Payroll	19,522.27
	VOYA	Payroll	1,550.00
	ICMA	Payroll	385.00
	State Tax	Payroll	4,728.78
	MSRS	Payroll	793.86
	Healthcare Savings	Payroll	754.50
06/14/19	Centerpoint	Gas Bill	2,664.88
06/17/19	Village Bank	Returned Check	64.00
06/18/19	Federal Tax	Payroll	1,424.01
	PERA	Payroll	971.12
	State Tax	Payroll	39.05
	Child support	Payroll	582.64
	Cayan	Payroll	39.90
	Connexus	Electric Bill	18,130.99
06/20/19	MN Dept of Revenue	Sales Tax	20,913.00
06/25/19	Liquor Gift Card	Liquor CC Fees	5.95
06/26/19	TASC	Qtrly Fee	46.26
06/27/19	Federal Tax	Payroll	20,231.29
	PERA	Payroll	18,741.11
	VOYA	Payroll	1,550.00
	ICMA	Payroll	385.00
	State Tax	Payroll	4,393.88
	MSRS	Payroll	744.56
	Healthcare Savings	Payroll	754.50
	Village Bank	Stop Payment	33.00
06/28/19	Village Bank	Mnthly Fees	96.30
	Payment Service Network	Mnthly Fees	328.20
	Flyte	Flex Reimbursement	2,650.00
	TOTAL		<u>179,495.05</u>

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Ordinance Amendment – Pawnbrokers, 2nd Reading
DATE: July 15, 2019

OVERVIEW

It has been identified that the City Pawnbroker license ordinance does not meet the needs of the City in regards to the type of process, State Statutes and fee requirements. With that, utilizing other cities with successful Pawnbrokers in place, and working with Chief Schwieger, we updated the Ordinance. This Ordinance revision has been reviewed by Legal.

Due to the increase in size and language, attached is the two page original code along with the drafted new code language for comparison.

ITEMS TO BE DICUSSED:

Council reviewed the ordinance and moved forward with a first reading at the July 1, 2019 meeting. Changes to code will amend Chapter 6, Section 8 related to Pawnbrokers and licensing.

TIMELINE:

The following timeline will apply:

July 1st – 1st Reading
July 15th – 2nd Reading
July 19th – Publish for Comment
August 19, 2019 - Effective

ATTACHMENTS:

- Existing - City Code, Chapter 6, Section 8 Pawnbrokers
- Draft Version 1 – Updated City Code Chapter 6, Section 8, Pawnbrokers, Precious Metal Deals, Secondhand Goods Dealers

CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY

ORDINANCE 249, SECOND SERIES

AN ORDINANCE AMENDING CHAPTER 6, SECTION 8 OF THE CITY CODE
ENTITLED “ PAWNBROKERS – PRECIOUS METAL DEALERS – SECOND HAND
GOODS DEALERS”

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Chapter 6, Section 8, shall hereby be amended to read as follows:

“Exhibit A”.

Section 2. Effective Date. This Ordinance shall take effect thirty days after publication or as noted in the amendment.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS 15th OF JULY, 2019.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

EXHIBIT A

SECTION 8. – PAWNBROKERS – PRECIOUS METAL DEALERS -SECONDHAND GOODS DEALERS

6-8-1. – Definitions:

- A. Acceptable Identification: Acceptable forms of identification are a current valid Minnesota driver's license, a current valid Minnesota identification card, or a current valid photos driver's license or identification card issued by another state or province of Canada.
- B. Billable Transactions: Every reportable transaction conducted by a pawnbroker, precious metal dealer or second hand goods dealer except renewals, redemptions or extensions of existing pawns on items previously reported and continuously in the licensee's possession is a billable transaction.
- C. Consignment – an agreement between a dealer and a seller that enables the dealer to take temporary possession of secondhand property, owned by the seller, for the purpose of offering it for sale to the public.
- D. Consignment House Dealer – a dealer in secondhand goods acquired by a consignment agreement.
- E. Flea Market – any group of unrelated persons or businesses selling secondhand goods to the public from a single physical location.
- F. Item containing precious metals - an item made in whole or in part of metal and containing more than one (1) percent by weight of silver, gold, or platinum.
- G. Issuing authority: the City of St. Francis.
- H. Item containing precious metals - an item made in whole or in part of metal and containing more than one (1) percent by weight of silver, gold, or platinum.
- I. Licensee: The person, corporation, partnership or association to on a license is issued under this Section, including any agents or employees of the person, corporation, partnership or association.
- J. Minor: any natural person under the age of 18 years.
- K. Pawnbroker: means a person who loans money secured by deposit or pledge of personal property or other valuable things; who deals in the purchasing of personal property or other valuable thing on condition of selling that same back again at a stipulated price; or who loans money secured by chattel mortgage or on personal property, taking possession of the property or any part thereof so mortgaged. To the

extent that a pawnbroker business includes buying personal property previously used, rented, or leased, the provision of this Section shall be applicable. Any bank, savings and loan association or credit union shall not be deemed a pawnbroker for the purposes of this Section.

L. Pawnshop: Any business establishment operated by a pawnbroker.

M. Pledger – any person who delivers pledged goods to a pawnbroker, precious metal dealer or secondhand goods dealer as a security in which a binding promise is made to take back possession of those same pledged goods at a later time and for a stipulated price.

N. Pledged Goods – tangible personal property other than those in action, securities, bank drafts, or printed evidence of indebtedness, that are purchased by, deposited with, or otherwise actually delivered into the possession of a pawnbroker in connection with a pawn transaction.

O. Person: Any one or more natural persons; a partnership, including a limited partnership; a corporation, including a foreign domestic, or nonprofit corporation; a trust; a political subdivision of the state; or any other business organization.

P. Precious Metals - silver, gold, or platinum.

Q. Precious Metal Dealer - any person engaging in the business of buying coins or second-hand items containing precious metals, including, but not limited to, jewelry, watches, eating utensils, candlesticks, and religious and decorative objects.

R. Reportable Transaction – transactions by a pawnbroker, precious metal dealer or secondhand goods dealer in which merchandise is received through a pawn, purchase, consignment or trade, or in which a pawn is renewed, extended or redeemed, or for which a unique transaction number or identifier is generated by their point-of-sale software, or an item is confiscated by law enforcement, except:

1. The bulk purchase or consignment of new or used merchandise from a merchant, manufacturer, non-profit or wholesaler having an established permanent place of business, and the retail sale of said merchandise, provided the pawnbroker, secondhand goods or precious metal dealer, must maintain a record of such purchase.

2. Retail and wholesale sales of merchandise originally received by pawn or purchase, and for which all applicable hold and/or redemption periods have expired.

3. Trades of secondhand goods for items of greater value. (d) Transactions between precious metal dealers if both dealers are licensed under Minnesota Statute 325F.733 or if the seller's business is located outside of the state and the item is shipped from outside the state to a dealer licensed under Minnesota Statute 325F.733.

4. Transactions involving secondhand clothing, books and linens where no single item has a value greater than \$50.00, except that dealers of secondhand bedding must comply with Minnesota Statute 325F.25 – 325F.34.

5. Consignment by the artists themselves of works of art or craft.

T. Secondhand Goods Dealer – any person, partnership, firm or corporation whose business includes selling or receiving secondhand goods, including but not limited to

consignment house dealers, flea market dealers and antique dealers, but not including used car dealers.

U. Secondhand Goods – any tangible personal property, previously owned, used, rented or leased by a person other than the dealer offering it for sale.

V. Unique identifier: a serial number, identification number, model number, owner applied identifies or engraving, operation ID or symbol, or other unique marking.

6-8-2. Purpose:

A. The City Council of the City of St. Francis finds that the use of services provided by pawnbrokers potentially provides an opportunity for the commission of crimes and their concealment because such businesses have the ability to receive and transfer stolen property easily and quickly. The City Council also finds that consumer protection regulation is warranted in transactions involving pawnbrokers. The purpose of this section is to prevent pawn businesses from being used as facilities for the commission of crimes and to assure that such businesses comply with basic consumer protection standards, thereby protecting the public health, safety, and general welfare of the citizens of the city.

B. To help the St. Francis Police Department better regulate current and future pawn businesses, decrease and stabilize costs associated with the regulation of the pawn industry, and increase identification of criminal activities in the pawn industry through the timely collection and sharing of pawn transaction information, this section also implements and establishes the required use of the automated property system (APS).

6-8-3 License:

A. License Required.

It is unlawful for any person to engage in or carry on the business or pawnbroker without a license therefore from the City. No person shall exercise, carry-on, or be engaged in the trade or business of pawnbroker, precious metal dealer, or secondhand goods dealer within the city unless such person is currently licensed under this Chapter. No pawnbroker, precious metal dealer, or secondhand goods dealer license may be transferred to a different location or a different person.

B. Application:

1. In addition to any information that may be required by the County pursuant to M.S.A. § 471.924, every application for a license under this section shall be made according to provisions contained in this chapter.

2. Application verification. All applications for pawnbroker, precious metal dealer, or secondhand goods licenses shall be referred to the Police Department for verification and investigation of the facts set forth in the application. The Police Department shall make a written report and recommendation to the city clerk as to issuance or non- issuance of the license. The city clerk may order and conduct such additional investigation as deemed necessary.

3. Application by a natural person:

- i. The name, place and date of birth, street resident address, and phone number of applicant.
 - ii. Whether the applicant is a citizen of the United States or a residential alien
 - iii. Whether the applicant has ever used or has been known by a name other than the applicants name, and if so, the name or manes used an information concerning dates and places used
 - iv. The name of the business if it is to be conducted under a designation name, or style other than the name of the applicant and a certified copy of the certified as required by Minnesota Statutes, Section 333.01.
 - v. The street address at which the applicant has lived during the preceding five (5) years
 - vi. The type, name and location of every business or occupation in which the applicant has been engaged during the preceding five (5) years and the names(s) and address(es) of the applicants employer(s) and partner(s), if any, for the proceeding five (5) years.
 - vii. Whether the applicant has ever been convicted of a felony, crime or violation of any ordinance other than a traffic ordinance. If so, the applicant must furnish information as to the time, place, and offense of all such convictions.
 - viii. The physical description of the applicant
 - ix. Applicants current personal financial statement and true copies of the applicants, federal and state tax returns for the two (2) years prior to application.
 - x. If the applicant does not manage the business, the name of the manager(s) or other person(s) in charge of the business and all information concerning each of them required in 1 through 9 of this section.
4. Application by a partnership:
- xi. The name(s) and address(es) of all general and limited partners and all information concerning each general partner required in Section C, i through ix of this ordinance.
 - xii. The name(s) of the managing partner(s) and the interest of each partner in the licensed business.
 - xiii. A true copy of the partnership agreement shall be submitted with the application. If the partnership is required to file a certificate as to a trade name pursuant to Minnesota Statutes, Section 333.01, a certified copy of such certificate must be attached to the application.
 - xiv. A true copy of the federal and state tax returned for partnership for the two (2) years prior to the application.
 - xv. If the applicant does not manage the business, the name of the manage(s) or other person(s) in charge of the business and all information concerning each of them required in Section c, 1 through 9 of this ordinance.
5. Application by a corporation or other organization:
- xvi. The name of the corporation or business form, and if incorporated, the state of incorporation
 - xvii. A true copy of the Certificate of Incorporation, Articles of Incorporation or Association Agreement, and By-laws shall be attached to the application. If the applicant is a foreign corporation, a Certificate of Authority as required

by Minnesota Statutes, Section 303.06, must be attached.

- xviii. The name of the manager(s) or other person(s) in charge of the business and all information concerning each manager, proprietor, or agent required in section C, i through ix of this ordinance.
 - xix. A list of all personal who control or own an interest in excess of five (5) percent in such organization or business form or who are officers of the corporation or business form and all information concerning said persons required in section c above. This section however, shall not apply to a corporation whose stock is publicly traded on a stock exchange and is applying for license to be owned and operated by it.
6. For all applicants:
- xx. Whether the applicant holds a current pawnbroker, precious metal dealer or secondhand goods dealer licenses from any other governmental unit and whether the applicant is licensed under either Minnesota Statutes, Section 471.924 or Minnesota Statutes 325F.731-325F.744.
 - xxi. Whether the applicant has previously been denied, or had revoked or suspended, a pawnbroker, precious metal dealer or secondhand dealer license from any other governmental unit.
 - xxii. The location of the business premises.
 - xxiii. If the applicant does not own the business premise, a true and complete copy of the executed lease.
 - xxiv. The legal description of the premises to be licensed.
 - xxv. Whether all real estate and personal property taxes that are due and payable for the premises to be licensed have been paid, and if not paid, the years and amounts that are unpaid.
 - xxvi. Whenever the application is for premises either planned or under construction or undergoing substantial alteration, the application must be accompanied by a set of preliminary plans showing the design of the proposed premises to be licensed.
 - xxvii. Such other information as the City Council or issuing authority may require.
7. New Manager: When a licensee places a manager in charge of a business, or if the named manager(s) in charge of a licensed business changes, the licensee must complete and submit the appropriate application within fourteen (14) days. The application must include all appropriate information required within this section.
- xxviii. Upon completion of an investigation of a new manager, the licensee must pay an amount equal to the cost of the investigation to assure compliance with this chapter. If the investigation process is conducted solely within the State of Minnesota, the fee shall be as listed in the City's Fee Schedule.
8. Application execution: All applications for a license under this chapter must be signed and sworn to under oath or affirmation by the applicant. If the application is that of a natural person, it must be signed and sworn to by that person: if a corporation, by an officer thereof; if that of a partnership, by one of the general partners; and if that of an unincorporated association, by the manager or managing officer thereof.

9. Investigation. The Police Department must investigate into the truthfulness of the statements set forth in the application and shall endorse the findings thereon. The applicant must furnish to the police department such evidence as the inspector may reasonably require in support of the statement set forth in the application.

C. Licensee Eligibility

1. To be eligible for or to maintain a pawnbroker license, a person must operate lawfully and fairly within the purposes of M.S.A. § Chapter 325J and this section and;
2. May not be a minor at the time that the application for a pawnbroker's precious metal or secondhand goods dealer's license is filed;
3. May not have been convicted of any crime directly related to the occupation licensed as prescribed by M.S.A. § 364.03, subd. 2, unless the person has shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of a licensee under this chapter as prescribed by M.S.A. § 364.03, subd. 3; and
4. Must be of good moral character or repute.
5. Must not hold an intoxicating liquor license within the city.

The provisions of this section as described in this paragraph (C), numbers (1) through (5), shall also apply to any partnership if such applicant has any general partner or managing partner meeting any of the described criteria; and shall also apply to any corporation or other organization if such applicant has any manager, proprietor, or agent in charge of the business meeting any of the described criteria.

D. License Restrictions

1. Number of licenses issued. On the effective date of this Ordinance, the maximum allowable number of pawnbroker licenses shall be two.

The maximum allowable number of precious metal dealer licenses shall be two. Licensees existing on the effective date of this Ordinance are eligible to apply for renewal at the existing licensed premises, and if renewed, may continue until the license for that licensed premises is revoked or is not renewed.

2. Persons ineligible. No licenses under this chapter will be issued to an applicant who is a natural person, a partnership if such applicant has any general partner or managing partner, a corporation or other organizations if such applicant has any manager, proprietor or agent in charge of the business to be licensed, if the applicant;

- i. Is a minor at the time that the application is filed
- ii. Has been convicted of any crime directly related to the occupation licensed as described by Minnesota Statutes, Section 364.01, Subd. 2, and has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of a licensed under this chapter as prescribed by Minnesota Statutes, Section 364.01, Subd. 3, or
- iii. Is not of good moral character or repute.

3. License transfer not allowed. Each license under this section shall be issued to the applicant only and shall not be transferable to any other person. No licensee

shall loan, sell, give, or assign a license to another person.

4. Inactive license. The city council may revoke or suspend the pawnbroker, precious metal dealer, or secondhand goods dealer license of any business that shows no pawn or sale activity for a period of six months. A hearing shall be held to determine the status of the pawn broker, precious metal dealer, or secondhand goods dealer operation and if satisfactory intent to do business under the license is not demonstrated, the city council may revoke the license.

5. Premises. A license under this division shall be issued only for the exact rooms and square footage of the premises described in the application.

6. Zoning requirements met. No license shall be granted until all applicable zoning requirements are met or until all conditions for approval of the use have been satisfied.

No license shall be granted or renewed for operation on any property on which taxes, assessments, or other financial claims of the State, County, School District, or city are due, delinquent, or unpaid. In the event a suit has been commenced under Minnesota Statutes, Sections 278.01-278.03, questioning the amount or validity of taxes, the City Council may on application waive strict compliance with this provision; no waiver may be granted, however, for taxes or any portion thereof which remain unpaid for a period exceeding one (1) year after becoming due.

E. Exceptions to License Requirement.

1. All pawnbrokers must be licensed and there are no exceptions to the licensing requirements for pawnbrokers.

2. The following transactions shall not require a precious metal dealer's license:

(a) Transactions at occasional "garage" or "yard" sales, or estate sales, or farm auctions held at the decedent's residence, except that precious metals dealers must comply with the requirements of Minnesota Statutes, Sections 325F.734 to 325F.742, for these transactions.

(b) Transactions regulated by Minnesota Statute, Section 80A.

(c) Transactions regulated by the Federal Commodity Futures Commission Act.

(d) Transactions involving the purchase of precious metals grindings, filings, slag, sweeps, scraps, or dust from an industrial manufacturer, dental lab, dentist, or agent thereof.

(e) Transactions involving the purchase of photographic film, such as lithographic and xray film, or silver residue or flake recovered in lithographic and x-ray film processing.

(f) Transactions involving coin, bullion, or ingots.

(g) Transactions in which the second-hand item containing precious metals is exchanged for a new item containing precious metals and the value of the new item exceeds the value of the second-hand item, except that a person

who is a precious metals dealer by engaging in a transaction which is not exempted by this section must comply with the requirements of Minnesota Statutes, Sections 325F.734-325F.742.

(h) Transactions between precious metal dealers if both dealers are licensed under Minnesota Statutes, Section 325F.733, or if the seller's business is located outside of the state and the item is shipped from outside the state to a dealer licensed under Minnesota Statutes, Section 325F.733.

(i) Transactions in which the buyer of the second-hand item containing precious metals is engaged primarily in the business of buying and selling antiques, and the items are resold in an unaltered condition except for repair, and the items are resold at retail, and the buyer paid less than \$2,500 for the second-hand items containing precious metals purchased within any period of twelve (12) consecutive months.

3. All secondhand goods dealers must be licensed, except the following transactions shall not require a secondhand goods dealer license:

(a) The sale of secondhand goods where all of the following are present:

(i) The sale is held on property occupied as a residential dwelling by the seller or owned, rented or leased by a charitable or political organization.

(ii) The items offered for sale are owned by the occupant.

(iii) That no sale exceeds a period of 72 consecutive hours. (iv) That no more than two sales are held in any 12 consecutive month period at any residential dwelling.

(v) That none of the items offered for sale have been purchased for resale or received on consignment for purpose of resale.

(b) The sale of secondhand books or magazines where no single book has a value of greater than \$50.00.

(c) The sale of goods at an auction held by a licensed auctioneer.

(d) Sales by charitable organizations that take secondhand goods for no compensation.

(e) The sale of used motor vehicles.

(f) A bulk sale of property from a merchant, manufacturer or wholesaler having an established place of business or of goods sold at open sale from bankrupt stock.

F. City Council and listed in the adopted Fee Schedule, to cover the costs involved in verifying the license application and to cover the expense of any investigation needed to assure compliance with this section.

- G. License fee. The licensee shall pay an annual license fee as set from time to time by the City Council and listed in the adopted Fee Schedule.
- H. Billable transaction fees. Licensees shall pay a monthly transaction fee on all billable transactions as defined in section 6-8-1(b). Such fee shall be as set from time to time by the City Council and listed in the adopted Fee Schedule. Billable transaction fees are payable within 30 days. Failure to timely pay the billable transaction fee shall constitute a violation of this section.

6-8-5 General Operating Requirements:

- A. Records. Records required. At the time of any reportable transaction other than renewals, extensions or redemptions, every licensee must immediately record in English the following information by using ink or other indelible medium on forms or in a computerized record approved by the Police Department.
- B. A complete and accurate description of each item including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying mark on such an item.
- C. The purchase price, amount of money loaned upon, or pledged therefor.
- D. The maturity date of the transaction and the amount due, including monthly and annual interest rates and all pawn fees and charges.
- E. Date, time and place the item of property was received by the licensee, and the unique alpha and/or numeric transaction identifier that distinguishes it from all other transactions in the licensee's records. Transaction identifiers must be consecutively numbered.
- F. Full name, current residence address, current residence telephone number, date of birth and accurate description of the person from whom the item of the property was received, including: sex, height, weight, race, color of eyes and color of hair.
- G. The state of issue and identification number from a current valid photo driver's license or a current valid state photo identification card from any state or from any province of Canada.
- H. The signature of the person identified in the transaction.
- I. Photographs required. Effective 60 days from the effective date of this Ordinance, the licensee must also take a color photograph or color video recording of:
- J. Each customer involved in a billable transaction.
- K. Every item pawned or sold that does not have a unique serial or identification number permanently engraved or affixed.
- L. Photographs must be at least two inches in length by two inches in width and

must be maintained in such a manner that the photograph can be readily matched and correlated with all other records of the transaction to which they relate. Such photographs must be available to the chief of police, or the chief's designee, upon request. The major portion of the photograph must include an identifiable front facial close-up of the person who pawned or sold the item. Items photographed must be accurately depicted. The licensee must inform the person that he or she is being photographed by displaying a sign of sufficient size in a conspicuous place in the premises. If a video photograph is taken, the video camera must zoom in on the person pawning or selling the item so as to include an identifiable close-up of that person's face. Items photographed by video must be accurately depicted. Video photographs must be electronically referenced by time and date so they can be readily matched and correlated with all other records of the transaction to which they relate. The licensee must inform the person that he or she is being videotaped orally and by displaying a sign of sufficient size in a conspicuous place on the premises. The licensee must keep the exposed videotape for three months, and furnish it to the police department upon request.

M. Digitized photographs. Licensees may fulfill the color photograph requirements by submitting them as digital images, in a format specified by the issuing authority, electronically cross-referenced to the reportable transaction they are associated with. Notwithstanding the digital images may be captured from required video recordings, this provision does not alter or amend the requirements of the General Operating Requirements.

N. Renewals, extensions and redemptions. For renewals, extensions and redemptions, the licensee shall provide the original transaction identifier, the date of the current transaction, and the type of transaction.

O. Disposition of articles.

1. When an article of pawned or pledged property is redeemed from a licensee, the records shall contain an account of such redemption with the date, interest charges accrued, and the total amount for which the article was redeemed.

2. When an article of purchased or forfeited property is sold or disposed of by a licensee and the licensee receives \$100.00 or more in the payment thereof, the records shall contain an account of such sale with the date, the amount for which the article was sold, and the full name, current address, and telephone number of the person to whom sold.

P. Inspection of records. The records must at all reasonable times be open to inspection by the police department or department of licenses and consumer services. Data entries shall be retained for at least three years from the date of transaction. Entries of required digital images shall be retained a minimum of 180

days.

Q. Daily reports to police. Effective 60 days from the effective date of this Ordinance, licensees must submit every reportable transaction to the police department daily in the following manner:

1. Licensees must provide to the police department all information required in section (a) through (f) and other required information, by transferring it from their computer to the automated property system via modem. All required records must be transmitted completely and accurately after the close of business each day in accordance with standards and procedures established by the issuing authority using procedures that address security concerns of the licensees and the issuing authority. The licensee must display a sign of sufficient size, in a conspicuous place in the premises, which informs all patrons that all transactions are reported to the police department daily.
2. Billable transaction fees. Licensees will be charged for each billable transaction reported to the police department.
3. If a licensee is unable to successfully transfer the required reports by modem, the licensee must provide the police department printed copies of all reportable transactions along with the video tape(s) for that date, by 12:00 [noon] the next business day;
4. Until corrected, licensee must provide required documentation in printed format and resubmit as electronic when error is corrected
5. If a licensee is unable to capture, digitize or transmit the photographs required, the licensee must immediately take all required photographs with a still camera, cross-reference the photographs to the correct transaction, and make the pictures available to the police department upon request.
6. Regardless of the cause or origin of the technical problems that prevented the licensee from uploading their reportable transactions, upon correction of the problem, the licensee shall upload every reportable transaction from every business day the problem had existed.

R. Receipt required. Every licensee must provide a receipt to the party identified in every reportable transaction and must maintain a duplicate of that receipt for three years. The receipt must include at least the following information:

1. The name, address and telephone number of the licensed business.
2. The date and time the item was received by the licensee.
3. Whether the item was pawned or sold, or the nature of the transaction.

4. An accurate description of each item received including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying mark on such an item.
5. The signature or unique identifier of the licensee or employee that conducted the transaction.
6. The amount advanced or paid.
7. The monthly and annual interest rates, including all pawn fees and charges.
8. The last regular day of business by which the item must be redeemed by the pledger without risk that the item will be sold, and the amount necessary to redeem the pawned item on that date.
9. The full name, current residence address, current residence telephone number, and date of birth of the pledger or seller.
10. The state of issue and identification number from a current valid photo driver's license or a current valid state photo identification card from any state or from any province of Canada.
11. Description of the pledger or seller including approximate sex, height, weight, race, color of eyes and color of hair.
12. The signature of the pledger or seller identified in the transaction.
13. All printed statements as required by M.S.A. § 325J.04, subd. 2, or any other applicable statutes.

S. Redemption period. Any person pledging, pawning or depositing an item for security must have a minimum of 90 days from the date of that transaction to redeem the item before it may be forfeited and sold. During the 90 day holding period, items may not be removed from the licensed location except as provided in [Section 6-8-5\(U\)](#). Licensees are prohibited from redeeming any item to anyone other than the person to whom the receipt was issued or, to any person identified in a written and notarized authorization to redeem the property identified in the receipt, or to a person identified in writing by the pledger at the time of the initial transaction and signed by the pledger, or with approval of the police license inspector. Written authorization for release of property to persons other than original pledger must be maintained along with original transaction record in accordance with [Section 6-8-5\(R\)](#).

T. Police order to hold property.

1. Investigative hold. Whenever a law enforcement official from any agency notifies a licensee not to sell an item, the item must not be sold

or removed from the premises. The investigative hold shall be confirmed in writing by the originating agency within 72 hours and will remain in effect for 15 days from the date of initial notification, or until the investigative order is canceled, or until an order to hold/confiscate is issued, pursuant to **Section 6-8-5(U)**, whichever comes first.

2. Order to hold. Whenever the Chief of Police, or the Chief's designee, notifies a licensee not to sell an item, the item must not be sold or removed from the licensed premises until authorized to be released by the Chief or the Chief's designee. The order to hold shall expire **90 days** from the date it is placed unless the Chief of Police or the Chief's designee determines the hold is still necessary and notifies the licensee in writing.

U. Order to confiscate. If an item is identified as stolen or evidence in a criminal case, the Police Chief or Chief's designee may:

1. Physically confiscate and remove it from the shop, pursuant to a written order from the Police Chief or the Chief's designee, or
2. Place the item on hold or extend the hold as provided in **Section 6-8-5 (T)(2)**, and leave it in the shop.
3. When an item is confiscated, the person doing so shall provide identification upon request of the licensee, and shall provide the licensee the name and phone number of the confiscating agency and investigator, and the case number related to the confiscation.
4. When an order to hold/confiscate is no longer necessary, the Chief of Police, or Chief's designee shall so notify the licensee.

V. Inspection of items. At all times during the terms of the license, the pawnbroker, precious metal dealer or secondhand goods dealer licensee must allow law enforcement officials to enter the premises where the licensed business is located, including all off- site storage facilities as authorized in **Section 6-8-10-(6)**, during normal business hours, except in an emergency, for the purpose of inspecting such premises and inspecting the items, ware and merchandise and records therein to verify compliance with this chapter or other applicable laws.

W. Label required. Licensees must attach a label to every item at the time it is pawned, purchased or received in inventory from any reportable transaction. Permanently recorded on this label must be the number or name that identifies the transaction in the shop's records, the transaction date, the name of the item and the description or the model and serial number of the item as reported to the police department, whichever is applicable, and the date the item is out of pawn or can be sold, if applicable. Labels shall not be re-used.

X. License display. A license issued under this section must be posted in a conspicuous place in the premises for which it is used. The license issued is only effective for the compact and contiguous space specified in the approved license application.

Y. Responsibility of licensee. A licensee under this section shall be responsible for the conduct of the business being operated and shall maintain conditions of order. The conduct of agents or employees of a licensee, engaged in performance of duties for the licensee, shall be deemed the conduct of the licensee.

Z. Gambling. No licensee under this section may keep, possess, or operate, or permit the keeping, possession, or operation on the licensed premises of dice, slot machines, roulette wheels, punchboards, blackjack tables, or pinball machines which return coins or slugs, chips, or tokens of any kind, which are redeemable in merchandise or cash. No gambling equipment authorized under Minnesota Statutes, Chapter. 349, may be kept or operated and no raffles may be conducted on the licensed premises and/or adjoining rooms. The purchase of lottery tickets may take place on the licensed premises as authorized by the director of the lottery pursuant to Minnesota Statutes, Chapter 349A.

AA. Penalty for property owner. It is unlawful for any person who owns or controls real property to knowingly permit it to be used for pawn brokering without a license.

BB. Property to be kept on premises. All property deposited, left, pledged, pawned, or held for sale must be stored in an enclosed facility and may not be stored outside of the premises. The city may, however, permit the licensee to designate one off premises locked and secured facility pursuant to **Section 6-8-10-(6)**, in which the licensee may store only cars, boats, and other motorized vehicles. The licensee shall permit immediate inspection of the facility at any time during business hours by the city. All provisions in this section regarding record keeping and reporting shall apply to oversized items. All property shall be stored in compliance with zoning and/or fire regulations and in an orderly manner subject to inspection by the fire department. The premises shall also be equipped with an operational security alarm.

6-8-6 Restricted Transactions:

A. Hours of operation. No licensee shall keep the pawnbroker, precious metal dealer or second hand goods dealer business open for the transaction of business on any day of the week before 7:00 a.m. or after 9:00 p.m.

B. Minors. The pawnbroker shall not purchase or receive personal property of any nature on deposit or pledge from any minor.

C. Prohibited goods. No licensee under this section shall accept any item of property which contains an altered or obliterated serial number or "operation identification" number or any item of property whose serial number has been removed.

D. Security interest. No licensee nor any agent or employee of a licensee shall purchase, accept, or receive any article of property knowing, or having reason to know, that the article of property is encumbered by a security interest. For the purpose of this section, "security interest" means an interest in property which secures payment or other performance of an obligation.

E. True owner. No licensee nor any agent or employee of a licensee shall purchase, accept, or receive any article of property, from any person, knowing, or having reason to know, that said person is not the true and correct owner of the property.

F. Proper identification. No licensee nor any agent or employee of a licensee shall purchase, accept, or receive any article of property, from any person, without first having examined a current valid photo driver's license or a current valid state photo identification card from any state or from any province of Canada.

6-8-7 Inspections by Police or Claimed Owner:

A. Premises. Any licensee shall, at all times during the term of the license, allow the police department to enter the premises, where the licensee is carrying on business, including all off-site storage facilities as authorized in **Section 6-8-10 (6)**, during normal business hours, except in an emergency, for the purpose of inspecting such premises and inspecting the articles and records therein to locate goods suspected or alleged to have been stolen and to verify compliance with this section or other applicable laws. No licensee shall conceal any article in his possession from the police department.

B. Property. All articles of property coming into the possession of any licensee shall be open to inspection and right of examination of any police officer or any person claiming to have been the owner thereof or claiming to have had an interest therein when such person is accompanied by a police officer.

6-8-8 Conduct of Persons on Licensed Premises:

A. Property of another. No person may pawn, pledge, sell, leave, or deposit any article of property not their own; nor shall any person pawn, pledge, sell, leave, or deposit the property of another, whether with permission or without; nor shall any person pawn, pledge, sell, leave, or deposit any article of property in

which another has a security interest; with any licensee.

B. Minors. No minor may pawn, pledge, sell, leave, or deposit any article of property with any licensee.

C. Proper identification. No person may pawn, pledge, sell, leave or deposit any article of property with any licensee without first having presented a current valid photo driver's license or a current valid state photo identification card from any state or from any province of Canada.

D. False identification. No person seeking to pawn, pledge, sell, leave, or deposit any article of property with any licensee shall give a false or fictitious name; nor give a false date of birth; nor give a false or out of date address of residence or telephone number; nor present a false driver's license or identification card; to any licensee.

E. Maintenance of Order. A licensee under this Chapter shall be responsible for the conduct of the business being operated and shall maintain conditions of order.

F. Gambling. No licensee under this Chapter may keep, possess, or operate, or permit the keeping, possession, or operation on the licensed premises of dice, slot machines, roulette wheels, punchboards, blackjack tables, or pinball machines which return coins or slugs, chips, or tokens of any kind, which are redeemable in merchandise or cash. No gambling equipment authorized under Minnesota Statutes, Section 349.11-349.60 may be kept or operated and no raffles may be conducted on the licensed premises and/or adjoining rooms. The purchase of lottery tickets may take place on the licensed premises as authorized by the director of the lottery pursuant to Minnesota Statutes, Section 349A.01-349A.15.

6-8-9 Required Signage:

A. All licensees shall by adequate signage and/or separate written notice inform persons seeking to pawn, pledge, sell, leave, or deposit articles of property with the licensee of the foregoing requirements.

1. For the purpose of this subsection, "adequate signage" shall be deemed to mean at least one sign of not less than four square feet in surface area, comprised of lettering of not less than three-quarters of an inch in height, posted in a conspicuous place on the licensed premises and stating substantially the following:

TO PAWN OR SELL PROPERTY:

YOU MUST BE AT LEAST 18 YEARS OF AGE. YOU MUST BE THE TRUE OWNER OF THE PROPERTY.

THE PROPERTY MUST BE FREE OF ALL CLAIMS AND LIENS. YOU MUST PRESENT VALID PHOTO IDENTIFICATION. VIOLATION OF ANY OF THESE REQUIREMENTS IS A CRIME.

2. For the purpose of this subsection, "separate written notice" shall be deemed to mean either the receipt, as required in **Section 6-8-6 (R)**, or a printed form, incorporating a statement to the effect that the person pawning, pledging, selling, leaving, or depositing the article is at least 18 years of age; is the true owner of the article; and that the article is free of all claims and liens; which is acknowledged by way of signature of the person pawning, pledging, selling, leaving, or depositing the article.

6-8-10 General Restrictions:

No pawnbroker licensed under this section shall:

1. Lend money on a pledge at a rate of interest above that allowed by law;
2. Knowingly possess stolen goods;
3. Sell pledged goods before the time to redeem has expired;
4. Refuse to disclose to the city, after having sold pledged goods, the name of the purchaser or the price for which the item sold; or
5. Make a loan on a pledge to a minor.
6. Business at only one place. A license under this chapter authorizes the licensee to carry on its business only at the permanent place of business designated in the license. However, upon written request, the Chief of Police, or Chief's Designee, may approve an off-site locked and secured storage facility. The licensee shall permit inspection of the facility in accordance with (Inspection of Items). All provisions of this chapter regarding record keeping and reporting apply to the facility and its contents. Property shall be stored in compliance with all provisions of the city code. The Licensee must either own the building in which the business is conducted, and any approved off-site storage facility, or have a lease on the business premise that extends for more than six (6) months.

6-8-11 Denial, Suspension or Revocation:

A. Any license under this chapter may be denied, suspended or revoked for one or more of the following reasons:

1. The proposed use does not comply with the applicable zoning code.
2. The proposed use does not comply with any health, building, building maintenance or other provisions of this Code of Ordinances or state law.
3. The applicant or licensee has failed to comply with one or more provisions of this chapter.
4. The applicant is not a citizen of the United States or a resident alien, or upon whom it is impractical or impossible to conduct a background or financial investigation due to the unavailability of information.
5. Fraud, misrepresentation or bribery in securing or renewing a license.
6. Fraud, misrepresentation or false statements made in the application and investigation for, or in the course of, the applicants business.
7. Violation within the preceding five (5) years, of any law relating to theft, damage or trespass to property, sale of a controlled substance, or operation of a business.
8. The owner of the premises licensed or to be licensed would not qualify for a license under the terms of this chapter.
9. Any state or local law relating to moral character and repute.

B. A revocation or suspension by the City Council shall be preceded by written notice to the licensee and a public hearing. The written notice shall give at least ten days' notice of the time and place of the hearing and shall state the nature of the charges against the pawnbroker, precious metal dealer, or secondhand goods dealer. The notice may be served upon the pawnbroker, precious metal dealer, or secondhand goods dealer personally or by United States mail addressed to the most recent address of the business in the license application.

6-8-12. Severability:

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council hereby declares that it would have adopted this Chapter and each section, subsection, sentences, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

6-8-13 Penalty:

Violation of any provision of this section shall be a misdemeanor under Minnesota law and the City Code.

6-8-1. - Pawnbrokers.

- A. *Defined.* The term "pawnbroker" means a person who loans money secured by deposit or pledge of personal property, or who buys personal property on condition of selling the same or returning the same back at a stipulated price.
- B. *License Required.* It is unlawful for any person to engage in or carry on the business of pawnbroker without a license therefore from the City.
- C. *Records.*
 - 1. Each person licensed hereunder shall keep a record of each transaction made in the course of his business. Such record shall be in the form prescribed by the Chief of Police and shall, in all instances, be legibly made in ink and be in the English language. The record so kept shall include the following information about each transaction:
 - a. The name, address and date of birth of the person pledging or selling the item.
 - b. The time and date of the transaction.
 - c. A complete description of the item pledged or sold, including all identifying numbers and identifying marks.
 - d. The identification presented of the individual making the pledge or selling the item.
 - e. A description of the person pledging or selling the item.
 - f. The amount of money paid or loaned for the item.
 - g. The signature of the person pledging or selling the item.
 - h. Any other information the Police Chief shall require.
 - 2. The records herein shall be kept available for police inspection at any reasonable time at the licensee's place of business.
- D. *Minors.* It is unlawful for any pawnbroker to purchase or receive on deposit or pledge any property from any minor person under the age of eighteen years.
- E. *Redemption Period.* Any person pledging an article shall have ninety (90) days to redeem the same before the pledge becomes forfeitable.
- F. *Police Order to Hold Property.* Whenever the Chief of Police or any member of the police force designated by the Chief of Police, shall notify any such dealer or dealers not to sell any property so received on deposit or purchased by them, or permit the same to be redeemed, such property shall not be sold or permitted to be redeemed until such time as may be determined by the Chief of Police or member of the police force designated by the Chief of Police so requiring them to be held.
- G. *Hours and Days of Operation.* It is unlawful for any pawnbroker to receive any property as a purchase or pledge between the hours of 9:00 PM and 7:00 AM on any weekday, nor between the hours of 9:00 PM on Saturday and 7:00 AM on Monday, nor on New Year's Day, the Fourth of July, Thanksgiving Day and Christmas Day.
- H. *Report of Stolen or Lost Goods.* If any goods, articles, or things shall be advertised in any public newspaper as having been lost or stolen, and such goods, articles or things shall then be, or shall thereafter come into the possession of the licensee, said licensee shall, upon actual notice thereof, notify

the Police Department in writing that certain goods, articles or things advertised are in said licensee's possession, and shall not thereafter dispose of the same except upon written authority to do so from the Chief of Police.



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9 B

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: Summary Publication for Ord. 249, SS – Pawnbroker Ordinance
DATE: July 15, 2019

OVERVIEW:

Due to reason, the city only has one pawnbroker and they will be mailed or hand delivered the amended ordinance it was determined to be acceptable for a summary publication. As stated in Resolution 2019-25 a copy of the changes are available at city hall for review. This is allowed by State Statute and reduces the publication cost. This ordinance amendment will take effect 30 days after publication of the attached resolution.

The reason the rental housing ordinance presented will be published in full is because staff and the Council may likely be taking actions pursuant to the new ordinance in the future.

ACTION TO BE CONSIDERED:

Adopt Resolution 2019-25 A Resolution Authorizing the Summary Publication of Ordinance 249, Second Series.

BUDGET IMPLICATION:

Cost savings by not publishing the entire ordinance.

Attachments: Resolution 2019-25

CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY

RESOLUTION 2019-25

A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF
ORDINANCE 249, SECOND SERIES AMENDING CHAPTER 6 SECTION 8 OF THE CITY
CODE REGARDING PAWNBROKERS-PRECIOUS METAL DEALERS-SECOND HAND
GOODS DEALERS FOR THE CITY OF ST. FRANCIS

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance 249, Second Series will clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance 249, Second Series is approved for publication:

CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 249, SECOND SERIES

Section 1. The St. Francis City Code is hereby amended to include the following ordinance summarized below:

St. Francis City Code is hereby amending Chapter 6, Section 8 the previously adopted Pawnbrokers

It has been identified that the City Pawnbroker license ordinance does not meet the needs of the City in regards to the type of process, State Statutes and fee requirements.

Section 2. The full ordinance will be in effect 30 days from this summary publication.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF JULY, 2019.

APPROVED:

Attest:

Steven D. Feldman, Mayor

Barbara I. Held, City Clerk

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Ordinance Amendment – Rental Housing License
DATE: July 1, 2019

OVERVIEW

The City established a Rental Housing License Ordinance in December 2013. All rental units within the City were to have established their first license by January 15, 2014. From this initial registration point, all properties with even numbered addresses would then renew on even years and odd numbered addresses would renew on odd years. In 2017, staff worked with Council and reduced the rental program fees.

Since implementation the city has received comments from tenants, landlords and neighbors regarding rental housing. Rental programs are put in place to serve neighbors of the properties and the community as a whole to ensure safe and responsible practices. Cities uses rental programs to serve the community needs by holding property owners to a standard of safe and decent housing.

Staff has continued to monitor the success of the ordinance, its impact in the community and the properties in which Community Development and the Police Department receive high calls on. Currently, both departments are working with common properties to address high police calls, housing safety issues and exterior code complaints.

Community Development and the Police Department have coordinated efforts to review and create an ordinance that provides property owners the ability to have a successful rental property while remaining a good neighbor in the community. Utilizing surrounding cities, and best practices, minor changes are being requested. Those include:

- Administering the Rental License as a business license to create a consistent and transparent process
- Clarifying language on when and how a property would require an inspection
- Removing language that is beyond the City's enforceable capacity
- Identifying site capacity and the process for conversion
- Creating a minimum standard of conduct to address properties with high volume call and enforcement issues



ITEMS TO BE DICUSSED:

Amendment to Chapter 4, Section 6 – Rental Housing Licensing

TIMELINE:

If Council is in agreement with the above suggested Amendments, the following timeline will apply:

July 1st – 1st Reading

July 15th – 2nd Reading

July 19th – Publish for Comment

August 19, 2019 - Effective

ATTACHMENTS:

City Code, Chapter 4, Section 6 Rental Housing Licensing, red lined version.

CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY

ORDINANCE 250, SECOND SERIES

AN ORDINANCE AMENDING CHAPTER 4, SECTION 6 ENTITLED "RENTAL
HOUSING LICENSING"

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Chapter 4, Section 6, shall hereby be amended to read as follows:

"Exhibit A".

Section 2. Effective Date. This Ordinance shall take effect thirty days after publication or as noted in the amendment.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS 15th OF JULY, 2019.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

SECTION 6. - RENTAL HOUSING LICENSING

(Ord. 188, eff. 1-18-2014, revised 00-00-2019)

SECTION

- 4-6-1: Purpose
- 4-6-2: Application
- 4-6-3: Definition
- 4-6-4: License
- 4-6-5: Inspection Criteria
- 4-6-6: Responsibility of Owners and Occupants
- 4-6-7: Maximum Density Site Capacity
- 4-6-8: Minimum Standards for Conduct on Licensed Property
- 4-6-9: General Requirements
- 4-6-~~10~~10: ~~Minimum Standards for Basics Equipment and Facilities~~
- 4-6-~~10~~11: ~~Minimum Standards for Light and Ventilation~~
- 4-6-~~11~~12: ~~Dwellings Unfit for Human Habitation~~
- 4-6-~~12~~13: ~~Ordinance Implementation~~
- 4-6-~~13~~14: ~~Penalties and Violations~~

4-6-1. - Purpose.

It is the purpose of this Ordinance to assure that rental housing in the City of St. Francis is decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of rental residential properties is a business enterprise that entails certain responsibilities. Operators are responsible to take such reasonable steps as are necessary to assure that the citizens of the City who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from crimes and criminal activity, noise, nuisances or annoyances; free from reasonable fears about safety of persons and security of property; and suitable for raising children.

With respect to rental disputes and except as otherwise specifically provided by the terms of this Ordinance, it is not the intention of the City to intrude upon the fair and acceptable relationship between tenant and landlord. The City does not intend to intervene as an advocate of either party, or to act as an arbiter, or to be receptive of complaints from a tenant or landlord which are not specifically and clearly relevant to the provisions of this Ordinance. In the absence of such relevancy, with regard to rental disputes, it is intended that the contracting parties exercise such legal rights as are available to them without the intervention of the City.

4-6-2. - Application.

Every non-owner occupied rental dwelling unit or owner-occupied dwelling with individual rooms or units being rented to a non-family member, and its premises used whole or in part as a home or residence, for a family or person, shall conform to the requirements of this Ordinance irrespective of when such building was constructed, altered or repaired. This Ordinance establishes minimum standards for erected rental dwelling units, accessory structures and related premises. All dwelling units must also comply will-with all other applicable standards found in the City Code.

4-6-3. - Definitions.

1. **Approved.** ~~When used in reference to the design and capabilities of physical systems of a dwelling, shall mean having passed the inspection of the Compliance Officer. The basis for passage of such inspection shall be an analysis of the effective state codes and an analysis of the degree to which the systems meet the standards established by such codes. Rental License will be approved by the City Council based on review by the Compliance Officer. Rental Licenses are business licenses.~~

Rental licenses shall fall under regulations in Section 6 of City Code. It shall be the objective of the Compliance Officer, unless otherwise specified, to establish minimum qualifications for approval of such system, which qualifications can maintain substantial compliance with the effective state codes and can be achieved in a reasonably economical and practical manner.

2. **Building.** Any structure built for support, shelter or enclosure of persons, animals, chattel or movable property of any kind, and includes any structure.
3. **Compliance Officer.** The City Building Official or other designee of the City Administrator authorized to administer and enforce this article.
4. **Dwelling.** A building or portion thereof, designated exclusively for the residential occupancy, including one-family, two-family, multiple family dwellings, and manufactured houses, but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.
5. **Dwelling, Multiple Family.** A building designed with two (2) or more dwelling units exclusively for the occupancy of two (2) or more families living independently of each other, but sharing hallways, main entrances, and exits.
6. **Dwelling Unit.** A residential building or portion thereof intended for occupancy by one (1) or more persons with facilities for living, sleeping, cooking and eating but not including but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.
7. **Family.** An individual or two (2) or more persons related by blood, marriage, adoption, domestic partnership, or foster care or a group of not more than three (3) persons not so related maintaining a common household and using common cooking/kitchen and bathroom facilities.
8. **Garbage.** Animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
9. **Habitable Room.** A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements (those without required ventilation, required electric outlets and required exit facilities), pantries, utility rooms of less than fifty (50) square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces and workshops, hobby and recreation areas in parts of the structure below ground level or in attics.
10. **Heated Water.** Water heated to a temperature of not less than one hundred twenty (120) degrees Fahrenheit, or such lesser temperature required by government authority, measured at the faucet outlet.
11. **Kitchen.** A space which contains a sink with counter working space, adequate space for installing cooking and refrigeration equipment and adequate space for the storage of cooking utensils.
12. **Lease.** An agreement to rent. For use as a verb, see Rent.
13. **Non-owner Occupied.** Residential structures in which the owner does not occupy units contained in the structure.
13. **Occupant.** Any person sleeping, cooking and eating in a dwelling unit.
14. **Operator.** The owner or his agent who has charge, care, control, or management of a building, or part thereof, in which dwelling units are let.
15. **Owner.** Any person who alone, jointly, or severally with others, shall be in actual possession of, or have charge, care or control of, any dwelling or dwelling unit within the city as title holder, as employee or agent of the title holder, or as trustee or guardian of the estate or person of the title holder. Any such person representing the actual title holder shall be bound to comply with the provisions of this article to the same extent as the title holder.
16. **Permissible Occupancy.** The maximum number of persons permitted to reside in a dwelling unit.

17. **Plumbing.** All of the following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar fixtures and the installation thereof, together with all connections to water, sewer and gas lines.
18. **Premises.** A platted lot or part thereof or unplatted parcel of land occupied by any dwelling or non-dwelling structure, including any such building, accessory structure or other structure thereon.
19. **Refuse.** All organic and non-organic waste, including garbage and rubbish as defined in City Code.
20. **Rent.** Consideration paid for the use of premises, including, but not necessarily limited to, money, services and property. As a verb, the term "rent" means to get or give the use of premises in return for such consideration or any combination thereof. The term "rent" does not include arrangements whereby a relative, as defined in Minnesota Statutes 273.124, subd. 1 (c), occupies a dwelling for no consideration or for consideration that includes no more than maintenance of the dwelling or premises, and which arrangement is detailed and sworn to in affidavits filed by each adult occupant of the dwelling and each person who is an owner of the dwelling.
21. **Rental Dwelling.** A non-owner occupied building or portion thereof let for rent or lease, designed or used predominantly for residential occupancy of a continued nature, including single-family dwellings, attached or detached, and multiple family dwellings, but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.
22. **Rental Dwelling Unit.** A non-owner occupied single residential accommodation let for rent or lease which is arranged, designed, used or, if vacant, intended for use exclusively as a domicile for one family. Where a private garage is structurally attached, it shall be considered as a part of the building in which the dwelling is located.
23. **Repair.** To restore to a sound and acceptable state of operation, serviceability or appearance.
24. **Rodent Harborage.** Any place where rodents can live, nest or seek shelter.
25. **Rubbish.** Solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery and similar materials.
26. **Supplied.** Paid for, furnished by, provided by or under the control of the owner, operator or agent of a dwelling. Whenever the terms "dwelling," "dwelling unit," "premises," and "structure" are used in this article, they shall be construed as though they were followed by the words "or any part thereof."
27. **Toilet.** A toilet, with a bowl and trap made in one piece, which is connected to the city water and sewer system or other approved water supply and sewer supply.

4-6-4. - License.

1. ~~A.~~ *License Required.* No person, firm or corporation shall operate a rental dwelling unit without first having obtained a license to do so from the City as provided for in this Ordinance.
 - a. Rental Licenses are subject to and shall follow the Business Regulation and Licensing Ordinance of City Code, Chapter 6
 - b. Each license shall be good for two (2) years and expire on January 31 on the second year after issuance, except as otherwise described in Section 4-6-12 regarding the process for the first renewal.
 - c. License renewals for the following years shall be filed on or before January 15 prior to the license expiration date.
 - d. A license shall not become valid until a complete application is received, the required fee is paid and inspections or re-inspections are completed as necessary.

e. Rental dwelling licenses shall not be transferable to another person, organization or to another rental dwelling

f. Every person holding a rental dwelling licenses shall give notice in writing to the City within ~~ten (10)~~ business days after having legally transferred or otherwise disposed of the legal control of any licensed rental dwelling. The notice shall include the name and address of the person succeeding the ownership or control of the licensed dwelling or dwellings.

B. *Application.* Applications for rental licenses shall be made in writing to the City by the owner of the rental dwelling unit(s) or his/her designated agent. The applicant shall supply:

1. The name, address and telephone number of the dwelling owner, the owning partners if a partnership and/or that of the corporate officers if a corporation.
2. The name, address and telephone number of the designated resident agent, if any.
3. The name, address and telephone number of the management representative.
4. The name, address and telephone number of the vendee, if the dwelling is being sold through a contract for deed.
5. The legal address of the dwelling.
6. The type of dwelling.
7. The type and number of dwelling units within the dwelling.
8. Number of occupants.
9. A description of the procedure through which tenant inquiries and complaints are to be processed.
10. An acknowledgement that the owner or designated agent has received a copy of this Ordinance.
11. Certification of Taxes and Utilities Paid: Prior to approving an application for a rental housing license, the property owner shall provide certification to the City that there are no delinquent property taxes, special assessments, interest, or City utility fees due upon the parcel of land to which the rental housing license application relates.

C. *Fees.*

1. In General

a. License fees for renewal of licenses under this Ordinance shall be due on January 15 immediately prior to the license expiration date.

b. In cases of new unlicensed dwellings, license fees shall be due upon issuance of the certificate of occupancy.

~~c. In cases of licensing for periods of less than one (1) year, license fees shall be prorated monthly.~~

~~2-d. The amount of license fees shall be as set forth in the City's official fee schedule. The licensee shall not be entitled to a refund of any license fee upon revocation or suspension of the license. However, the licensee shall be entitled to a refund of any license fee, prorated monthly, upon proof of transfer of legal control or ownership.~~

2. Additional Fees. Failure to renew a license by a required deadline, conversion, and re-inspections will be subject to additional fees as outlined in the City's official fee schedule.

D. *Inspection-Required.*

1. No license shall be issued or renewed under this Ordinance unless the rental dwelling and its premises conform to the ordinances of the City and the laws of the State of Minnesota.
 2. The City may ~~require~~conduct an inspection of such dwelling and premises to make that determination.
 3. It is the responsibility of the property owner to coordinate inspection and notify tenants in accordance with statutory requirements of Minn. Stat. Chapter 504B.
 4. Failure to schedule or allow such inspection is a violation of this Ordinance.
- E. *Posting of License.* Every licensee of a rental dwelling shall cause to be conspicuously posted in the main entryway or other conspicuous location therein the current license of the respective rental dwelling for all multiple family buildings.
- F. *Lease Addendum for Crime Free/Drug Free Housing.* Property owners and manager shall require tenants to complete a lease addendum supporting Crime Free/Drug Free housing at the time of lease agreement.

4-6-5. - Inspection criteria.

The City may inspect any rental unit if it falls within one or more of the following criteria:

- A. Such a unit has been abandoned by the owner or the owner of such unit cannot be found.
- B. The rental dwelling unit license has been suspended, revoked or denied.
- C. Water, gas, garbage or electric service to such unit has been discontinued, ~~as a result of nonpayment.~~
- ~~D. The unit is on a parcel of land which is on the list of delinquent taxes filed by the County Auditor with the court administrator of the district court pursuant to Minnesota Statutes Section 279.05.~~
- E-D The City has probable cause to believe that there exist within such unit one or more violations of the requirements of this ordinance, fire or life/safety concerns.
- FE. The unit of property within which the unit is located has, within the preceding six (6) months, renewed a license after suspension or revocation.
- GE. The unit is the subject of a pending notice of the City's intent to suspend or revoke the rental license.
 1. The Compliance Officer is hereby authorized, in conformity with this Ordinance, to inspect all rental dwelling units to enforce this section and all applicable safety codes.
 2. The Compliance Officer is authorized to inspect all rental dwelling units in dwellings, whether having a rental license hereunder or not. The inspection may include the building or structure containing the rental dwelling unit, the land upon which it is located and accessory uses or structures related to the rental dwelling unit. All inspections authorized by this section shall be limited to those which are done for the purpose of seeking compliance with the applicable safety codes, and shall take place only at reasonable hours or as may otherwise be agreed upon by the owner and the Compliance Officer.
 3. ~~The City shall give notice to the owner of any violations of the applicable safety codes which are discovered during any inspection. The Compliance Officer inspecting any rental dwelling, as provided herein, shall notify the license holder of all violations, if any, by issuing a written compliance order. Said compliance order shall direct that compliance on violation(s) be made within no more than ten (10) business days from the date of the notice, unless extended for good cause by the Building Official, Fire Chief or their designated representative.~~

4-6-6. - Responsibilities of owners or occupants.

No owner or other person shall occupy or let another person occupy any rental dwelling unit, unless the premises are clean, sanitary, fit for human occupancy and complies with all applicable legal requirements of the applicable State Law and the City Code, including the following requirements:

- A. *License.* The owner of a rental dwelling unit shall obtain and license ~~and shall pass the required inspection prior to any occupancy of the rental dwelling unit.~~
- B. *Maintenance.*
 - 1. *Shared or Public Areas.* Every owner of a rental dwelling unit shall maintain in a clean, sanitary and safe condition, the shared or public areas of the building and premises thereof.
 - 2. *Occupied Areas.* All occupants of a rental dwelling unit shall maintain in a clean, sanitary and safe condition that part or those parts of the building and premises thereof that she/he occupies and controls.
- C. *Storage and Disposal of Garbage and Rubbish.*
 - 1. All occupants of a rental dwelling unit shall store and dispose of all their rubbish in a clean, sanitary and safe manner as identified by City Code.
 - 2. All occupants of a rental dwelling unit shall store and dispose of all their garbage and any other organic waste which might provide food for insects and/or rodents in a clean, sanitary and safe manner.
 - 3. Every owner of a rental dwelling unit shall supply facilities of adequate size for the sanitary and safe storage and disposal of rubbish and garbage.
 - 4. Every owner of a rental dwelling unit shall supply facilities of adequate size for the sanitary and safe storage and collection of recyclables.
- D. *Pest Control.*
 - 1. *Pest Extermination.*
 - a. Every owner of a rental dwelling unit shall be responsible for the extermination of vermin infestations and/or rodents on the premises.
 - b. Every occupant of a dwelling unit containing more than one dwelling unit or an occupant of a nonresidential building containing more than one unit shall be responsible for the extermination whenever his unit is the only one infested.
 - c. Notwithstanding, however, whenever infestations caused by the failure of the owner to maintain a building in a reasonable rodent-proof or reasonable vermin-proof condition, extermination shall be the responsibility of the owner.
 - d. Whenever infestation exists in two (2) or more of the units in any building, extermination thereof shall be the responsibility of the owner. Whenever extermination is the responsibility of the owner, the extermination must be performed by a licensed pest control contractor.
 - 2. *Rodents.*
 - a. No occupant of a rental dwelling unit shall accumulate boxes, lumber, scrap metal, or any similar materials in such a manner that may provide a rodent harborage in or about any dwelling unit or building. Stored materials shall be stacked neatly.
 - b. No owner of a rental dwelling unit shall accumulate or permit the accumulation of boxes, lumber, scrap metal, or any other similar materials in such a manner that may provide a rodent harborage in or about shared or public areas of a building or its premises. Materials stored by the owner or permitted to be stored by the owner shall be stacked neatly.

- c. No owner or occupant of a rental dwelling unit shall store, place or allow to accumulate, any materials that may serve as food for rodents in a site accessible to rodents.
- E. *Sanitary Maintenance of Fixtures and Facilities.* Every occupant of a rental dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.
- F. *Minimum Heating Capability and Maintenance.* In every rental dwelling unit, when the control of the supplied heat is the responsibility of a person other than the occupant, a temperature of at least sixty-eight (68) degrees Fahrenheit, or such lesser temperature required by government authority, shall be maintained at a distance of three (3) feet above the floor and three (3) feet from exterior walls in all habitable rooms, bathrooms and water closet compartments from September through May.
- G. *Minimum Exterior Lighting.* The owner of a multiple family rental building shall be responsible for providing and maintaining effective illumination in all exterior parking lots and walkways.
- H. *Driveways and Parking Areas.* The owner of a rental building shall be responsible for providing and maintaining in good condition paved and delineated parking areas and driveways for tenants.
- I. *Yards.* The owner of the building shall be responsible for providing and maintaining the yards of premises consistent with all applicable provisions in the City Code.
- J. *Exterior Storage.* Owners and occupants of rental dwelling units shall comply with the City's exterior storage requirements as regulated by Section 10-16 of the Zoning Ordinance.
- K. *Public Nuisances.* Owners and occupants of rental dwelling units shall comply with the City's public nuisance ordinance as provided for in Chapter 8 of the City Code.
- L. ~~The property owner shall be responsible for payment of all property taxes, City utility fees, special assessments, and interest. Delinquent utility accounts shall be subject to Chapter 3 of the City Code.~~
- M. Accessory Land Uses. Any land use applications including home businesses, animal related permits, or similar uses which require some form of City approval (i.e. a permit or additional license) must be submitted with the consent or approval of the rental licensee prior to the application being deemed complete and processed for consideration.

4-6-7. ~~Maximum density~~ Site Capacity.

A. Maximum Density. No person shall occupy nor permit or let to be occupied any rental dwelling unit for the purpose of living therein, which does not comply with the following requirements. The maximum permissible occupancy of any dwelling unit shall be determined as follows:

- ~~1. A-~~ For the first occupant, one hundred fifty (150) square feet of habitable room floor space and for every additional occupant thereof, at least one hundred (100) square feet of habitable room floor space.
- ~~2. B.~~ In no event shall the total number of occupants exceed two (2) times the number of habitable rooms, less kitchen, in the dwelling unit.

B. Property Conversion

1. Rental conversion of a duplex or multiple family dwelling into a single family home shall be permitted.
2. Rental conversion of a single-family home to a duplex or multiple family dwelling unit shall be prohibited unless specifically permitted by the underlying zoning district, meets State Fire and

State Building code requirements and all applicable permits to facilitate such a change have been approved.

4-6-8 MINIMUM STANDARDS FOR CONDUCT ON LICENSED PROPERTY.

- A. It shall be the responsibility of the licensee to see that persons occupying a licensed property conduct themselves in a manner as to not cause the premises to be disorderly. For the purposes of this section, a premises shall be considered disorderly if any of the following activities occur:
1. Violation of the City's noise ordinance;
 2. Violation of state laws relating to the possession or sale of illegal drugs and controlled substances;
 3. Violation of Public Nuisance Code;
 4. Violation of state laws relating to acts of prostitution;
 5. The unlawful use or possession of a firearm per state law;
 6. Violation of Minnesota Statutes, Chapter 609 as may be amended (i.e. disorderly conduct, unlawful assembly, making of terroristic threats, etc).
 7. The Unlawful Sale of Alcoholic Beverages in violation of Minnesota Statute 340A.503.subd.2(1).
 8. Allowing underage consumption or possession of alcohol, MN Statute 340A.503.
- B. Upon determination by the City that a rental unit was used in a disorderly manner, the City shall:
1. Give notice of the violation to the licensee, and direct the licensee to take all necessary steps to prevent the property from again becoming disorderly.
 2. If more than two violations in six months or three within a continuous 12 months involving the same tenants the City will review the license for suspension or revocation of the rental license.
- C. Consistent with Minnesota Statutes, Section 504B.205, sub. 3, nothing in this section:
1. Requires an eviction after a specified number of calls by a residential tenant for police or emergency assistance in response to domestic abuse or any other conduct; or
 2. Provides that calls by a residential tenant for police or emergency assistance in response to domestic abuse or any other conduct may be used to penalize or asses a fine to landlord.
- D. Rental Property owners may present evidence of mitigating circumstances showing the absence of any need for suspension or revocation of the license or right to receive such a license or the imposition of finds or other sanctions if mitigating circumstances include:
1. The license holder has initiated action to remove or evict the tenant
 2. The license holder was not the property owner at the time the disorderly use notices were issued
 3. The license holder has taken other action to monitor or positively impact the tenants conduct.

4-6-8.9 - General requirements.

No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit which does not comply with the following requirements, unless specifically exempt:

~~A. Minimum Ceiling Height.~~ In order to qualify as habitable, rooms shall have a clear ceiling height of not less than seven (7) feet; except, that in attics or top half stories used for sleeping, study, or similar activities, the ceiling height shall be not less than seven (7) feet over at least one-half ($\frac{1}{2}$) of the floor area. In calculating the floor area of such rooms in attics or top half stories, only those portions of the floor area of the room having a clear ceiling height of five (5) feet or more may be included.

~~BA.~~ *Access through Sleeping Rooms and Bathrooms.* No dwelling unit containing two (2) or more sleeping rooms shall have a room arrangement such that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be gained only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement or cellar of any dwelling unit.

~~GB.~~ *Foundations, Exterior Walls and Roofs.*

1. The foundation, exterior walls, and exterior roof shall be substantially watertight and protected against vermin and rodents and shall be kept in sound condition and repair. The foundation element shall adequately support the building at all points.

2. Every exterior wall shall be free of deterioration, holes, breaks, ~~loose~~ or rotting boards or timbers, and any other condition which might admit rain or dampness to the interior portion of the walls or to the interior spaces of the building.

3. The roof shall be tight and have no defects which admit rain, and roof drainage shall be adequate to prevent rainwater from causing dampness in the walls. ~~All exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. If the exterior surface is unpainted or determined by the compliance officer to be paint blistered, the surface shall be painted. If the exterior surface of the pointing of any brick, block or stone wall is loose or has fallen out, the surface shall be repaired.~~

~~DC.~~ *Windows, Doors ~~And~~ Screens.* Every window, exterior door, and other exterior openings shall be substantially tight and shall be kept in sound condition and repair. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction as to completely exclude rain, wind, vermin and rodents from entering the building. Every openable window shall be supplied with mesh screens, and shall be equipped with an approved lock if located less than six (6) feet above adjacent grade.

~~E-D~~ *Floors, Interior Walls and Ceilings.* Every floor, interior wall and ceiling shall be adequately protected against the passage and harborage of vermin and rodents, and shall be kept in sound condition and good repair. Every floor shall be free of loose, warped, protruding or rotted flooring materials. Every interior wall and ceiling shall be free of holes and large cracks and loose plaster and shall be maintained in a tight, weatherproof condition. Toxic paint and materials with a lasting toxic effect shall not be used. The floor of every toilet room, bathroom, and kitchen shall have a smooth, hard, nonabsorbent surface and shall be capable of being easily maintained in a clean and sanitary condition.

~~FE.~~ *Rodent proof.* Every structure and the premises upon which it is located shall be maintained in a rodent free and rodent proof condition. All openings in the exterior walls, foundations, basements, ground or first floors, and roofs, which have a one-half inch ($\frac{1}{2}$ ") diameter or larger opening, shall be rodent proofed in an approved manner. Interior floors or basements, cellars, and other areas in contact with the soil shall be paved with concrete or other rodent impervious material.

~~GF.~~ *Fences.* All fences shall ~~consist of metal, wood, masonry, or other decay-resistant material.~~ Fences shall be maintained in good condition both in appearance and in structure. ~~Wood material, other than decay-resistant varieties, shall be protected against decay by use of paint or other preservatives.~~ All fences shall be subject to the provision of Section 10-20 of the St. Francis Zoning Ordinance.

- HG. *Grading and Drainage.* During the period of May through October, every yard, court, passageway, and other portions of the premises on which a building stands shall be graded and drained so as to be free of standing water that constitutes a detriment to health and safety.
- I-H *Landscaping.* Every yard of a premises on which a building stands shall be provided with lawn or combined ground cover of vegetation, garden, hedges, shrubbery, and related decorative materials, and such yard shall be maintained consistent with prevailing community standards and meet erosion control requirements. ~~Multiple family dwelling sites shall be maintained in accordance with an approved city landscape plan and shall be supplied with an irrigation system.~~
- JL *Screening.* In multiple family dwelling sites, all outside trash disposal facilities, recycling containers, and outside or rooftop mechanical equipment shall be screened from view by an opaque fence or wall high enough to completely screen the equipment.
- KJ. *Safe Building Elements.* Every foundation, roof, floor, exterior and interior wall, ceilings, inside and outside stair, every porch and balcony, and every appurtenance thereto, shall be safe to use and capable of supporting loads required by the occupancy.
- LK. *Facilities to Function.* Every supplied facility, piece of equipment or utility required under city ordinances and every chimney and flue shall be installed and maintained and shall function effectively in a safe, sound, and working condition.
- ML. *Discontinuance of Service or Facilities.* No owner, operator, or occupant shall cause any service, facility, equipment, or utility, which is required under this Ordinance, to be removed, shut off or discontinued from any occupied building or portion thereof, except for such temporary interruptions as may be necessary while actual repairs or alterations are in process, or during temporary emergencies.

4-6-910. - Minimum standards for basic equipment and facilities.

No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit for the purposes of living, sleeping, cooking and eating therein which do not comply with the following requirements:

A. *Kitchen Facilities.*

1. Every dwelling unit shall have a room or portion of a room in which food may be prepared and/or cooked and which is connected to an approved sewer system.
2. Every dwelling unit shall have an approved kitchen sink in good working condition and properly connected to an approved water supply system, and which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to an approved sewer system.
3. Every dwelling unit shall have cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that does not require refrigeration for safekeeping, and a counter or table for food preparation. Said cabinets and/or shelves and counter or table shall be adequate for the permissible occupancy of the dwelling unit and shall be of sound construction and furnished with surfaces that are easily cleaned and that will not impart any toxic or deleterious effect to food.
4. Every dwelling unit shall have a stove or similar device for cooking food, and a refrigerator or similar device for the safe storage of food at or below forty (40) degrees Fahrenheit, which are properly installed with all necessary connections for safe, sanitary and efficient operation. Provided, that such stove, refrigerator or similar device need not be installed when a dwelling unit is not occupied or when the occupant is expected to provide same upon occupancy, in which case, sufficient space and adequate connections for the installation and operation of said stove, refrigerator or similar device must be provided.

B. *Toilet Facilities.* Within every rental dwelling unit there shall be an uninhabitable room which is equipped with an approved toilet in good working condition. Such room shall have an entrance

door which affords privacy. Said toilet shall be equipped with easily cleaned surfaces, shall be connected to an approved water system that at all times provides an adequate amount of running water under pressure to cause the toilet to be operated properly, and shall be connected to an approved sewer system.

- C. *Lavatory Sink.* Within every rental dwelling unit there shall be an approved lavatory sink. Said lavatory sink may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be located in close proximity to the door leading directly into the room in which the said water closet is located. The lavatory sink shall be in good working condition and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated running water under pressure, and shall be connected to an approved sewer system.
- D. *Bathtub or Shower.* Within every rental dwelling unit there shall be an uninhabitable room which is equipped with an approved bathtub or shower in good working condition. Such room shall have an entrance which affords privacy. Said bathtub or shower may be in the same room as the flush water closet, or in another room, and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated water under pressure, and shall be connected to an approved sewer system.
- E. *Stairways, Porches and Balconies.* Every stairway inside or outside of a rental dwelling and every porch or balcony shall be kept in safe condition and sound repair. Stairs, handrails and guards shall conform to the current Building Code.
- F. *Access to Rental Dwelling Unit.* Access to or egress from each rental dwelling unit shall be provided without passing through any other rental dwelling unit.
- G. *Door Locks.* No owner shall occupy nor let to another for occupancy any rental dwelling or rental dwelling unit unless all exterior doors of the dwelling or dwelling unit are equipped with safe, functioning locking devices as follows:
 - 1. *Building Entrances.* For the purpose of providing a reasonable amount of safety and general welfare for persons occupying multiple family dwellings, an approved security system shall be maintained for each multiple family building to control access. The security system shall consist of locked building entrance or foyer doors, and locked doors leading from hallways into individual dwelling units. Dead-latch type doors shall be provided with lever knobs (or doorknobs) on the inside of building entrance doors and with key cylinders on the outside of building entrance doors. Building entrance door latches shall be of a type that are permanently locked from the outside and permanently locked from the inside.
 - 2. *Interior Dwelling Unit Entrances.* Every door that is designed to provide ingress or egress for a dwelling unit within a multiple family building shall be equipped with an approved lock that has a deadlocking bolt that cannot be retracted by end pressure; provided, however, that such door shall be openable from the inside without the use of a key or any special knowledge or effort.

4-6-1011. - Minimum standards for light and ventilation.

No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

- A. *Habitable Room Light and Ventilation.* Except where there is supplied some other device affording adequate ventilation and approved by the compliance officer, every habitable room shall have at least one window facing directly outdoors which can be opened easily meeting egress requirements if applicable. ~~The minimum total of openable window area in every habitable room shall be the greater of ten (10) percent of the floor area of the room or ten (10) square feet. One-half (½) of the required window area shall be openable.~~
- B. *Uninhabitable Room Ventilation.* Every bathroom and water closet compartment, and every laundry and utility room shall contain at least fifty (50) percent of the ventilation requirement for

habitable rooms contained in Section 4-6-10.A; except, that no windows shall be required if such rooms are equipped with a ventilation system which is approved by the compliance officer.

- C. *Electric Service, Outlets and Fixtures.* Every rental dwelling unit and all public and common areas shall be supplied with electric service, functioning over current protection devices, electric outlets, and electric fixtures which are properly installed, which shall be maintained in good and safe working condition, and which shall be connected to a source of electric power in a manner prescribed by the ordinances, rules, and regulations of the City and by the laws of the State. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures shall be as follows:
1. Rental dwellings containing one (1) or two (2) rental dwelling units shall have at least the equivalent of sixty (60) ampere, three-wire electric service per dwelling unit.
 2. Rental dwelling units shall have at least one branch electric circuit for each six hundred (600) square feet of dwelling unit floor area.
 3. Every habitable room shall have at least one floor or wall type electric convenience outlet for each sixty (60) square feet or fraction thereof of total floor area and, in no case, less than two (2) such electric outlets; provided, however, that one ceiling or wall type fixture may be supplied in lieu of one required electric outlet.
 4. Every bathroom, kitchen, laundry room, and furnace room shall contain at least one (1) supplied ceiling or wall type electric light fixture, and every bathroom, kitchen, and laundry room shall contain at least one (1) electric convenience outlet. The electric convenience outlet in the bathroom shall be a GFCI outlet.
 5. Every public corridor and stairway in every rental dwelling shall be adequately lighted by natural or electric light at all times so as to provide effective illumination in all parts thereof. Every public corridor and stairway in structures containing not more than two (2) dwelling units may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed, instead of full time lighting.
 6. A convenient switch or equivalent device for turning on a light in each rental dwelling unit shall be located near the point of entrance to such unit.
- D. *Smoke and Carbon Dioxide Protection.* Smoke and carbon dioxide alarms shall be provided in conformance with the current [State Building](#) and [State Fire Codes](#).

4-6-~~11~~.12 - Dwellings unfit for human habitation.

- A. Any rental dwelling or rental dwelling unit which is damaged, decayed, dilapidated, unsanitary, unsafe, or vermin or rodent infested, or which lacks provision for basic illumination, ventilation or sanitary facilities to the extent that the defects create a hazard to the health, safety or welfare of the occupants or of the public may be declared unfit for human habitation. Whenever any rental dwelling or rental dwelling unit has been declared unfit for human habitation, the compliance officer shall order the dwelling or dwelling unit vacated within a reasonable amount of time and shall post a placard on the dwelling or dwelling unit indicating that it is unfit for human habitation and any operating license previously issued for such dwelling shall be revoked.
- B. It shall be unlawful for such rental dwelling or rental dwelling unit to be used for human habitation until the defective conditions have been corrected and written approval has been issued by the compliance officer. It shall be unlawful for any person to deface or remove the declaration placard from any such rental dwelling or rental dwelling unit.
- C. The owner of any rental dwelling or rental dwelling unit which has been declared unfit for human habitation, or which is otherwise vacant for a period of sixty (60) days or more, shall make the dwelling or dwelling unit safe and secure so that it is not hazardous to the health, safety and welfare of the public and does not constitute a public nuisance. Any vacant dwelling open at doors or windows, if unguarded, shall be deemed to be a hazard to the health, safety and welfare of the public and a public nuisance within the meaning of this ordinance.

- D. If a rental dwelling unit has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the dwelling may be declared a hazardous building and treated consistent with the provisions of State Statutes.

4-6-~~12~~13. - Ordinance implementation.

All rental housing shall file for the first license by January 15, 2014. All even numbered addresses shall file for the first renewal by January 15, 2016. All odd numbered addresses shall file for the first renewal by January 15, 2017. After first renewals, the procedure shall follow as described in Section 4-6-4.

4-6-~~13~~14. - Penalties and violations.

- A. Any person who violates any provision of this Section shall be guilty of a misdemeanor.
- B. Every license issued under the provisions of this Section is subject to suspension or revocation by the City should the licensed owner or the owner's duly authorized agent fail to operate or maintain a licensed dwelling or unit therein consistent with the provisions of the ordinances of the City and the Laws of the State.
- C. The City shall appoint a person responsible for administration of this section who shall have the authority to investigate licensees and to suspend or revoke licenses. Revocations and suspensions may be appealed to the City Council within thirty (30) days of notice.
- D. It shall be unlawful for the owner of any dwelling unit subject to a valid rental dwelling license to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit to another if the property is subject to an active compliance order or is subject to an active notice of violation until one of the following occurs:
1. The provisions of the compliance order or noted violation has been successfully addressed as determined by the City; or
 2. The owner furnishes the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the City; and furnishes the City with a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging receipt of the compliance order or notice of violation and that grantee, transferee, mortgagee or lessee, they fully accept the responsibility, without conditions, for making the corrections or repairs required by such compliance order or notice of violation.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9D

TO: Mayor & City Council
FROM: Dave Schmidt, Fire Chief
SUBJECT: **Declaring Surplus Property- Duty Officer Pick Up & Transfer of
Police Tahoe to the Fire Department**
DATE: 07-15-2019

OVERVIEW:

The fire department currently utilizes two (2) staff vehicles in our daily operations. A 2002 Ford F250 pick-up, which is assigned to the Duty Officer (Assistant Chief, Captains and Lieutenant on a rotating basis) and a 2013 Dodge Charger assigned to the Fire Chief. Over the last several years our Duty Officer vehicle has continued to age poorly, with rust and mechanical issues becoming exceedingly common. (Photos attached).

The Police Department has eliminated the 2011 Chevy Tahoe from their fleet and decals, police related equipment have been removed. In the Capital Plan, the Tahoe was identified for a departmental transfer, instead of a trade-in vehicle. Which would mean there is no lost capital funds by completing its intended purpose of a departmental transfer.

Additional cost associated with transferring the Tahoe to the Fire Department would include new graphics to identify the vehicle as a Fire Department vehicle, radio replacement and maintenance fees (oil change, tire check, etc...) Any necessary costs created by this vehicle transfer would be covered under the Fire Departments existing budget for Vehicle Repair and Maintenance which has a balance of 4,276.25 dollars.

The Fire Department would also take this opportunity to re-graphic the 2013 Dodge Charger to create a look that clearly identifies the vehicle as a Fire Department vehicle versus a Police Department vehicle, as the current graphics package is remarkably similar to our Police Department vehicles. We would implement a reflective red and silver graphics package on both the Tahoe and the Charger. (Photos attached)

Future vehicle replacement for the Charger and Tahoe are accounted for in the Capital Plan. If approved by Council, the Tahoe will be reassigned to the Fire Chief and the Dodge Charger will become our Duty Officer vehicle.

Estimates to provide both vehicles with graphics is 900.00 dollars, Radio replacement for the Tahoe is 350.00 dollars and shop fees for maintenance and fluids is approximately 350.00 dollars. For a total approximate cost of 1,600.00 dollars.

As part of this motion we would also declare the current Duty Officer Pick Up as Surplus Property and initiate a process to eliminate the vehicle from the fleet. The value of the 2002 Ford F250 would be approximately 2500.00 dollars. Any funds from the sale of the 2002 Ford F250 would be returned to the Fire Department Capital Fund for future vehicle replacements.

Action to be considered:

Motion to approve the departmental transfer of the 2011 Chevrolet Tahoe to the Fire Department and Declaring the 2002 Ford F250 pick-up as surplus equipment.

Duty Officer Pick Up





2013 Dodge Charger



2011 Chevy Tahoe



**CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY**

RESOLUTION 2019-26

**A RESOLUTION DECLARING SURPLUS
PROPERTY AND AUTHORIZING THE DISPOSAL
OF SAID PROPERTY**

WHEREAS, Section 8-7-3 of the St. Francis City Code entitled "Disposal of Excess Property" outlines the procedure for disposal of City owned property; and

WHEREAS, pursuant to Section 8-7-3, the City has identified property owned by the City that is no longer needed for municipal service; and

WHEREAS, by the City Council of the City of St. Francis that the following Fire Department property is hereby classified as surplus property, with the approximate value said property assigned as follows:

Surplus Property
2002 Ford F250

Estimated Value
Highest bidder on Auction/Ebid

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF JULY, 2019.

APPROVED:

ATTEST:

Steven D. Feldman, Mayor

Barbara I. Held, City Clerk

City Council
AGENDA REPORT
Agenda Item #
9E

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Water Meters
DATE: July 15th, 2019

OVERVIEW

Staff has been working on a tight timeline to get a water meter replacement package to the City Council as discussed June 12th Worksession. The project manual (173 pages) had to be created, a bidding schedule published (10+ days), and processing of all the information has taken place over the last 30 days.

With that, there are some items that will need to be cleared up through July 15th.

- 1) The award of the bid is contingent upon insurance requirements meeting the City's criteria – with approval contingent upon the City Attorney's review and approval once it is provided.
- 2) The financing documents are currently being prepared by Holman Capital. They are expected to be given to the City on July 15th with a resolution entering into the financing agreement. This will be reviewed by Bond Counsel (Kennedy and Graven) and a legal opinion will be issued. Once these documents are received by the City and added to the agenda on July 15th, approval of the financing will be contingent upon successful completion of a legal opinion by Bond Counsel. In addition, a declaration could be made.

With that, attached is Paul Teicher's report on the water meters.

Recommended Motion:

Adopt Resolution 2019-27 contingent upon City Attorney's review and approval
Adopt Resolution 2019-28 contingent upon successful completion of Bond Counsel review.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9 E

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer & Paul Teicher, Public Work Director
SUBJECT: 2019 Water Meter Replacement Project
DATE: July 15, 2019

OVERVIEW: Since 1973, when the water and sanitary system was installed in St. Francis, the city has used water meters to account for drinking water consumption and wastewater usage. The city has approximately 1700 meters ranging in size from 5/8"-4", and are fairly simple in design. When water is going through the meter, a plastic nutating disk will rotate, causing the digits on the register to rotate. Prior to 2008 when the city did not have a water treatment facility, iron and manganese would accumulate on this nutating disk and slow the rotation, causing the water meter to become less accurate over time.

The City has used a contractor to acquire these meter readings for 20 plus years. In April of this year, the contractor hired to provide this service terminated their contract with the city. Working with our utility billing company, the city was able to find a short term solution that provided meter readings services at a cost of approximately **\$36,000** per year. This temporary agreement is set to expire the end of July.

Per Council direction at the June 17, 2019 council meeting, staff aggressively researched to find a better solution that would address inaccurate readings (water loss), meters not being read due to snow, locked gates, dogs, etc., slow customer service, confusing customer service, lost staff time due to rereads and inability to detect leaks quickly. Meter equipment technology has seen the creation of AMI (Advanced Metering Infrastructure). AMI eliminates the need for physical meter readers because it uses a radio signal to transmit meter readings to a data collector, which stores the data and then can be easily uploaded to our current billing company. The benefits of an AMI system include leak detection, meter tampering, reverse flow and would give staff real time data in dealing with customer concerns about water usage, thus providing better customer service.

A turnkey project specification was prepared per the city purchasing policy. Included in the specification was temporarily providing meter reading services until the AMI system is fully operational, contractor provides metering equipment and installation of such equipment. City Staff also requested to keep in place any newer meter body installed after 2009 to try to save money. Staff feels these meters are continuing to read accurately due to the higher quality of water passing thru them since the startup of the



water treatment plant in 2008. Also important to staff was the ability of the new meter reading system to integrate seamlessly into our current utility billing company software (Opus 21).

PROJECT BIDS: Staff advertised the 2019 Water Meter Replacement Project as required by Statue and bids were opened on Wednesday July 3, 2019 at 10:00 a.m. at the City Hall. Ferguson Waterworks of Blaine Minnesota was the only bidder for the project. The project bid was \$604,812.95.

Ferguson Waterworks has been providing meters and meter services to the City for over 11 years and is familiar with the City's current system. The City has approximately 700 existing meters that will remain in place as discussed above. These meters are compatible with Ferguson's AMI system, therefore only a new register and meter antenna need to be installed on these meters, which is a significant cost savings to the City. This is likely why the City only received one bid on this project.

Ferguson Waterworks submitted some exceptions to the Project Manual with their bid. The exceptions to the General Conditions are in regards to the insurance requirements and warranties. The City attorney is working with Ferguson Waterworks on these items. A copy of the exceptions to the General Conditions that were submitted with the bid are included as an attachment.

Ferguson Waterworks submitted a Scope of Work to clarify some of the items in Division 2 of the Project Manual. Division 2 includes the technical specification for the project and provides instruction on required materials, workmanship, and payment. To resolve the concerns of the Contractor staff is proposing that Council consider the Supplemental Agreement which is included as an attachment. The text in "RED" is the proposed revised language. In general the Supplemental Agreement clarifies that the Contractor is not responsible to repair faulty or substandard plumbing with the meter replacement.

ACTION TO BE CONSIDERED: Staff is recommending that Council consider approval of Resolution 2019 – 27 – RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT. This recommendation is contingent on the following:

1. The City Attorney reviews and approves the financial agreement / financing.
2. The City Attorney reviews and approves the proposed exceptions to the project General Conditions.
3. The Council reviews and approves Supplemental Agreement No. 1.

BUDGET IMPLICATION: A yearly software hosting fee is expected to be approximately **\$13,000.00** per year. This annual fee would be paid out of the yearly operation and maintenance budgets for water and sewer.

Total Project BID price is expected to be **\$604,818.16**.

Financing for this project can be provided by Holman Capital. The terms of financing would be **3.70%** interest rate per year, a 10 year term with semiannual payments of **\$37,058.18** and a **\$10,000.00** documentation fee. For a total financed project cost of **\$741,163.60**. These payments would be made from the water and sewer enterprise funds.



Some utility customers, depending on the age and condition (level of inaccuracy) of the old water meter, may see an increase in their water usage due to the new accurately reading meter.

ATTACHMENTS:

1. RESOLUTION 2019-27 - RESOLUTION ACCEPTING BIDS
2. Exceptions to the General Conditions
3. Supplemental Agreement No. 1
4. Proposal for project financing



HOLMAN CAPITAL CORPORATION
PROPOSAL FOR INSTALLMENT SALE AGREEMENT

Wednesday, July 10, 2019

Darcy Mulvihill
Finance Director
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

VIA E-MAIL

RE: PROPOSAL FOR PROJECT FINANCING

Darcy:

Holman Capital Corporation is please to present to the City of St. Francis its proposal for project financing. The terms and conditions of our proposal are outlined as below:

FINANCING AMOUNT	INTEREST RATE	TERM	FIRST PAYMENT DUE	PERIODIC PAYMENTS	PAYMENTS	TOTAL PAYMENTS
\$ 614,818.16	3.70%	10 Years	180 Days	20	\$ 37,058.18	\$ 741,163.60

BORROWER:	City of St. Francis Borrower is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").
LENDER:	Holman Capital Corporation, or its Assignee
LOAN AGREEMENT:	Installment Sale Agreement. The agreement shall be a net loan arrangement whereby Borrower is responsible for the management of the project assets and all costs of operation, maintenance, insurance, and taxes.
BANK QUALIFICATION:	The financing will be Bank Qualified (Small Issuer). The Borrower expects to issue less than \$10,000,000.00 in new debt or capital leases in the current calendar year
USE OF PROCEEDS:	Acquisition of 1,417 Automated Meter Infrastructure (AMI) Water Meters
PURCHASE OPTION:	The Borrower may exercise the purchase option on any scheduled payment date. Should the borrower exercise the purchase option, the then current payment plus the purchase option are due.

HOLMAN CAPITAL CORPORATION
PROPOSAL FOR INSTALLMENT SALE AGREEMENT

SECURITY:	The note will be secured by a pledge of the net revenues of the Borrower's Water Fund. This pledge shall constitute a first lien on revenues on parity with the Borrower's existing debt.
LOAN COVENANT:	The Borrower is required to maintain a 1.25x debt service coverage throughout the term of the loan agreement. In the event the borrower is unable to maintain the aforementioned debt service coverage, the Borrower will covenant to increase rates to meet the required coverage ratios. Debt service coverage is defined as the operating and non-operating income divided by total debt and lease payments due in the fiscal year.
ADDITIONAL DEBT TEST:	Borrower shall not incur any obligations payable from or secured by gross revenues which is or purports to be payable on a basis which is superior to the payment of the Loan. Borrower shall not incur any parity debt unless Borrower is not then in default under the terms of the Loan and Borrower has received a written certificate or opinion from an independent certified public accountant that Borrower will comply with the rate covenant (including debt service on the proposed parity debt). Notwithstanding the above provisions, Borrower may incur a debt payable from Net Revenues (i) to cause a defeasance of this loan or (ii) which is payable on a basis which is junior to the payment of this loan, provided in no instance shall Net Revenues be less than 100% of all debt service (parity and junior lien).
COVENANT COMPLIANCE:	In connection with the annual delivery of audited financial statements and other continuing disclosures that shall be required, the Borrower shall provide Lender a certificate exhibiting compliance with the above covenants.
ESCROW FUNDING:	The Lender has assumed funding of an escrow account for this transaction on or about August 19, 2019. The Project Fund will be used to pay equipment vendors/contractors and any escrow expenses. Escrow Agent will be selected by Borrower subject to Lender's credit approval. Lender will review and approve escrow disbursements prior to Escrow Agent disbursing the funds. It is assumed that all interest earnings will accrue for benefit of Borrower. This proposal also does not take into consideration the application of any interest earnings from the escrow fund of the account.

HOLMAN CAPITAL CORPORATION
PROPOSAL FOR INSTALLMENT SALE AGREEMENT

ESCROW DISBURSEMENTS:	Lender will request the following information from the Borrower to authorize disbursement of funds to vendors and or the Borrower from the escrow account: • Executed Disbursement Request Form • Executed Acceptance Certificate • Copies of Vendor Invoices; • Proof of Payment (required if Borrower is requesting a reimbursement) • Proof of Insurance (both Liability and Property and Casualty Coverage)
INSURANCE:	The Borrower shall furnish confirmation of insurance satisfactory to the Lender.
AUTHORIZED SIGNORS:	The Borrower's governing board shall provide the Lender with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.
LEGAL OPINION:	The Borrower's counsel shall furnish Lender with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Lender.
LEGAL TITLE:	Title to the assets will be in the name of the Borrower. The Investor will be granted a security interest or lien on all collateral being financed.
DOCUMENTATION:	Holman Capital will document all facets of the transaction. A copy of the sample master installment purchase agreement will be forwarded to the Borrower upon acceptance of the proposal. The Borrower will be responsible for a \$10,000.00 documentation fee that has been added to the financing amount.
RATE LOCK EXPIRATION:	If funding does not take place by August 19, 2019 the Loan Rate and Loan Payment Amounts will be adjusted to market conditions three (3) days prior to funding. Once set, the Loan Rate will remain fixed for the Loan Term.
FINANCIAL STATEMENTS:	Borrower shall provide to the Lender three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Borrower to continue this Agreement as may be reasonably requested by Lender. This proposal is subject to final credit approval by the Credit/Investment Committee of Holman Capital Corporation



HOLMAN CAPITAL CORPORATION
PROPOSAL FOR INSTALLMENT SALE AGREEMENT

and approval of the Loan documents in Holman Capital Corporation's sole discretion. To render a credit decision, Borrower shall provide the Lender with the information requested above. Upon receipt of the signed proposal, we will endeavour to provide you with a timely commitment.

It is a pleasure to offer this proposal to you and we look forward to your favorable acknowledgment.

Sincerely,

A handwritten signature in black ink that reads "Austin Shaw".

Austin Shaw
Strategic Sales Officer

A handwritten signature in black ink that reads "Lance S. Holman".

Lance S. Holman
President & CEO

AGREED TO AND ACCEPTED BY:

Name: _____

Title: _____

Date: _____



Meter & Automation Group

City of St. Francis 2019 Water Meter Replacement Project
Ferguson Enterprises, LLC dba Ferguson Waterworks
Exceptions to the RFP Stated requirements

Exception is taken to all references that product warranty is implied from the contractor. All meters and materials are covered by manufacturer warranties. Contractor will provide warranty service under the manufacturer's warranty. Contractor warrants installation.

STANDARD GENERAL CONDITIONS EXCEPTIONS

Section 4.05.A: Delays in Contractor's Progress

Ferguson takes exception "Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

Section 6.02.C: Insurance- General Provision

Ferguson takes exception to "including but not limited to copies of policies and endorsements, and documentation of applicable self -insured retentions and deductibles.

Section 6.03.C.7 Commercial General Liability

Ferguson will only provide endorsements CG2037 04 13 and CG2010 04 13 and takes exception to "10 01" and "07 04".

Section 7.17.A Contractor's General Warranty and Guarantee

Ferguson takes exception to warrants and guarantees all work. All meters and materials are covered by manufacturer warranties. Ferguson warrants installation.

Section 15.08 Correction Period

Ferguson takes exception to any implied product warranty from Contractor. Ferguson will provide warranty service under the manufacturer's warranty.

INSTALLATION SCOPE OF WORK

Ferguson Installation Scope of Work is attached.

2019 Water Meter Replacement Project		SA No.	1
Project Location: St. Francis, MN			
Owner: City of St. Francis		Local Project No. SF503	
Contractor: Ferguson Waterworks		Contract No. NA	
Address/City/State/Zip: 1694 91 st Avenue NE, Blaine, MN 55449			
Contract Price Change		\$0.0	

It is the intent of this Supplemental Agreement to supplement, clarify or supersede the Project Manual for the 2019 Water Meter Replacement Project. In case of any conflict between the Project Manual and this Supplemental Agreement, this Supplemental Agreement shall govern.

Issue:

The Contractor provided a Scope of Work document with their bid proposal, under TAB 5, to clarify several work items. The Contractor is requesting a formal clarification on several items in SECTION 33 12 33 Water Metering Equipment and Installation of DIVISION 2 of the Project Manual.

Resolution:

The following clarifications, deletions and/or additions shall be made to SECTION 33 12 33 Water Metering Equipment and Installation of DIVISION 2 of the Project Manual. It is agreed by both the Owner and Contractor that the Scope of Work that was submitted with the bid proposal will be removed from the bid proposal and Contract upon execution of this Supplemental Agreement:

- A. Delete 3.02.C.7 in its entirety and replace with the following:

It shall be presumed that any leaks in the vicinity of the water meter reported by the Customer to either the City or the Contractor within 30 calendar days after completion of work at the Customers property are the result of the installation work, unless a preexisting condition has been noted on the work order. **All piping and valves are expected to function properly through a standard meter installation. The Contractor shall only be responsible for the cost of repairs that are a direct result of employee negligence, and not a result due to the lack of maintenance.**

- B. Delete 3.02.C.8 in its entirety and replace with the following:

The Contractor shall repair such leaks and correct all damages, which occur during the (thirty) 30- day period at the Contractors expense. **All piping and valves are expected to function properly through a standard meter installation. The Contractor shall only be responsible for the cost of repairs that are a direct result of employee negligence, and not a result due to the lack of maintenance.**

- C. Add the following sentence immediately after 3.06.A.3.d:

- e. All piping and valves are expected to function properly through a standard meter installation. The Contractor shall only be responsible for the cost of repairs that are a direct result of employee negligence, and not a result due to the lack of maintenance.**

D. Add the following sentence immediately after 3.06.C.2.b:

c. If the existing meter horn does not accommodate the new meter lay length, the Owner will furnish the Contractor, at no cost, a new meter horn.

E. Delete 3.06.D.5 in its entirety and replace with the following:

5. If the existing meter horn is leaking, the Owner will furnish the Contractor, at no cost, a new meter horn.

6. Contractor will not be required to repair or replace pipe due to corrosion, existing damage, plumbing irregularities, substandard conditions or existing connections not in conformity to current building codes. In the event Contractor determines that any potential meter/radio installation is a high-risk installation, the Contractor will immediately bring the matter to the attention of the Owners representative who will inspect the condition and advise Contractor on how to proceed. If the Owner's representative is in agreeance with the Contractor's evaluation, the homeowner will be given an approved notification stating:

a. Notice content:

- 1) Plumbing is needed to allow completion of City meter replacement
 - 2) Indicate that the work is the home owner's responsibility
 - 3) Work shall be done by or under the direction of a MN Licensed Plumber
 - 4) No permit fee will be required by City of St. Francis for this specific work
 - 5) The Contractor's Field personnel shall not perform any other work at a customer's property other than the meter replacement. The Contractor and its field personnel shall not accept money or any other form of compensation for the services performed.
- b. If the existing meter horn is leaking, the Owner will furnish the Contractor, at no cost, a new meter horn.

Approved by Owner: _____ Date: _____

Print Name: _____

Approved by Project Engineer: _____ Date: _____

Print Name: _____

Approved by Contractor: _____ Date: _____

Print Name: _____

CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY

RESOLUTION NO. 2019-27

A RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT
FOR THE 2019 WATER METER REPLACEMENT PROJECT

WHEREAS, pursuant to an advertisement for bids for the 2019 Water Meter Replacement Project bids were received, opened and tabulated according to law, and the following bid was received complying with the advertisement:

<u>Company</u>	<u>Bid Total</u>
Ferguson Waterworks	\$604,812.95

; and

WHEREAS, it appears that Ferguson Waterworks of Blaine, Minnesota is the lowest responsible bidder:

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF ST. FRANCIS AS FOLLOWS:

1. The mayor and clerk are hereby authorized and directed to enter into a contract with Ferguson Waterworks of Blaine, Minnesota in the name of the City of St. Francis for the 2019 Water Meter Replacement Project according to the plans and specifications therefore approved by the city council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the bid bond made with their bids, except that the bid bond of the successful bidder shall be retained until a contract has been signed.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF JULY 2019.

APPROVED:

Steven D. Feldman, Mayor

ATTEST:

Barbara I. Held, City Clerk



SUBJECT TO AND MADE A PART OF THAT CERTAIN PROPOSAL DATED JULY 11, 2019

LESSEE: CITY OF ST. FRANCIS, MN
LENDER: HOLMAN CAPITAL CORPORATION
COMMENCEMENT: 19-Aug-2019
TERM: 10 YEARS
1ST PAYMENT DUE: 19-Feb-2020
RATE: 3.7000%

Payment No.	Date	Payment	Interest	Principal	Purchase Option
0	8/19/2019				
1	2/19/2020	\$37,058.18	\$11,374.14	\$25,684.04	\$618,590.83
2	8/19/2020	\$37,058.18	\$10,898.98	\$26,159.20	\$591,123.67
3	2/19/2021	\$37,058.18	\$10,415.04	\$26,643.14	\$563,148.37
4	8/19/2021	\$37,058.18	\$9,922.14	\$27,136.04	\$534,655.53
5	2/19/2022	\$37,058.18	\$9,420.12	\$27,638.06	\$505,635.56
6	8/19/2022	\$37,058.18	\$8,908.82	\$28,149.36	\$476,078.74
7	2/19/2023	\$37,058.18	\$8,388.05	\$28,670.13	\$445,975.10
8	8/19/2023	\$37,058.18	\$7,857.66	\$29,200.52	\$415,314.55
9	2/19/2024	\$37,058.18	\$7,317.45	\$29,740.73	\$384,086.79
10	8/19/2024	\$37,058.18	\$6,767.24	\$30,290.94	\$352,281.30
11	2/19/2025	\$37,058.18	\$6,206.86	\$30,851.32	\$319,887.41
12	8/19/2025	\$37,058.18	\$5,636.11	\$31,422.07	\$286,894.24
13	2/19/2026	\$37,058.18	\$5,054.80	\$32,003.38	\$253,290.69
14	8/19/2026	\$37,058.18	\$4,462.74	\$32,595.44	\$219,065.48
15	2/19/2027	\$37,058.18	\$3,859.73	\$33,198.45	\$184,207.11
16	8/19/2027	\$37,058.18	\$3,245.55	\$33,812.63	\$148,703.85
17	2/19/2028	\$37,058.18	\$2,620.02	\$34,438.16	\$112,543.78
18	8/19/2028	\$37,058.18	\$1,982.91	\$35,075.27	\$75,714.74
19	2/19/2029	\$37,058.18	\$1,334.02	\$35,724.16	\$38,204.38
20	8/19/2029	\$37,058.18	\$673.06	\$36,385.12	\$0.00
Grand Totals		\$741,163.60	\$126,345.44	\$614,818.16	

**CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY**

RESOLUTION 2019-28

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT, ESCROW AGREEMENT AND OTHER DOCUMENTS RELATED THERETO WITH RESPECT TO THE 2019 WATER METER REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, THE CITY OF ST. FRANCIS (the "*City*"), which is a body politic and corporate duly organized and existing as a political subdivision, municipal corporation, or similar public entity of the State of Minnesota is authorized by the laws of the State of Minnesota to purchase, acquire, and finance personal property for the benefit of the City and those it provides services to and to enter into contracts with respect thereto;

WHEREAS, the City desires to purchase, acquire and finance certain equipment constituting personal property necessary for the City to perform essential governmental functions; including without limitation various water meters purchased from Ferguson Waterworks and all other equipment and attachments thereto as the Designated Officers may deem necessary and/or desirable in an amount not more than \$614,818.16 (the "*Project*");

WHEREAS, in order to acquire such Project, the City proposes to enter into that certain Installment Purchase Agreements (together with all related exhibits, schedules, and certificates attached thereto, the "*Agreement*") with Holman Capital Corporation (the "*Corporation*") and one Escrow Agreement (together the Disbursement/Payment Request Form and Acceptance Certificate, the "*Escrow Agreement*") with the Corporation;

WHEREAS, the Corporation has proposed a ten-year installment purchase financing agreement at a rate not to exceed 3.7% per annum interest rate;

WHEREAS, the Governing Body of the City deems it for the benefit of the City and for the efficient and effective administration thereof to enter into the Transaction Documents for the purchase and installation of the Project to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

Section 1. Approval of Documents. The Governing Body of the City hereby approves the form, terms and provisions of the Transaction Documents in substantially

the forms presented to this meeting and authorizes and directs Steven D. Feldman, Mayor & Joe Kohlmann, City Administrator of the City of St. Francis, and such other persons as he/she/they may delegate (the "Designated Officers"), and each of them individually, for and in the name of and on behalf of the City, to execute and deliver the Transaction Documents, and any related Certificate, Exhibits, or other documents attached thereto in such forms with such changes, modification, negotiations, insertions, revisions, corrections, or amendments as shall be approved by the officer executing them. The execution of the foregoing by a Designated Officer shall constitute conclusive evidence of such officer's and the Governing Body's approval of any such changes, insertions, revisions, corrections, negotiations, or amendments to the respective forms of agreements presented to this meeting.

Section 2. Other Actions Authorized. The officers and employees of the City shall take all action necessary or reasonably required by the parties to the Transaction Documents to carry out, give effect to, and consummate the transactions contemplated thereby (including the execution and delivery of Certificates of Acceptance and Disbursement/Payment Requests, Notice and Acknowledgements of Assignments, and any tax certificate and agreement, each with respect to and as contemplated in the Agreement and/or Escrow Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Transaction Documents. The Designated Officers and all other officers and employees of the City are hereby directed and authorized to take and shall take all action necessary or reasonably required in order to select, purchase, and take delivery of the Project. All actions heretofore taken by officers, employees, and agents of the City that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

Section 3. No General Liability. Nothing contained in this Resolution No. 2019-28 the Transaction Documents, nor any other instrument shall be construed with respect to the City as incurring a pecuniary liability or charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement contained in this Resolution No. 2019-28 the Transaction Documents, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the installment sale payments payable under the Transaction Documents are special limited obligations of the City as provided therein.

Section 4. Appointment of Authorized City Representatives. The Designated Officers are each hereby designated to act as authorized representatives of the City for purposes of the Transaction Documents until such time as the Governing Body of the City shall designate any other or different authorized representative for purposes of the Transaction Documents.

Section 5. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution No. 2019-28.

Section 6. Repealer. All bylaws, orders, and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

Section 7. Effective Date. This Resolution 2019-28 shall be effective immediately upon its approval and adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF JULY 2019.

APPROVED:

Steven D. Feldman, Mayor

ATTEST:

Barbara I. Held, City Clerk



Thursday, 11 July 2019

Darcy Mulvihill
Finance Director
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

VIA E-MAIL

RE: Proposal for Lease Purchase Financing

Darcy:

Holman Capital Corporation ("HCC") is pleased to present to the City of St. Francis its proposal for AMI Water Meter project financing. The terms and conditions of our proposal are outlined as below:

FINANCING AMOUNT	INTEREST RATE	TERM	FIRST PAYMENT DUE	PERIODIC PAYMENTS	PAYMENTS	TOTAL PAYMENTS
\$ 614,818.16	3.70%	10 Years	180 Days	20	\$ 37,058.18	\$ 741,163.60

LESSEE: City of St. Francis Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").

LESSOR: Holman Capital Corporation, or its Assignee

TYPE OF FINANCING: Lease Purchase Agreement. Said Agreement shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance, and taxes. The Agreement shall be based on the annual appropriation of all legally available funds.

BANK QUALIFICATION: The financing will be Bank Qualified (Small Issuer). The Borrower expects to issue less than \$10,000,000.00 in new debt or capital leases in the current calendar year.

EQUIPMENT/ USE OF PROCEEDS: Acquisition of 1,417 Automatic Meter Infrastructure (AMI) Water Meters

PURCHASE OPTION: The Lessee may exercise the purchase option on any scheduled payment date. Should the borrower exercise the purchase option, the then current payment plus the purchase option are due.

ESCROW FUNDING:

HCC has assumed funding of an escrow account for this transaction on or about August 12, 2019. The Equipment Acquisition Fund will be used to pay equipment vendors/contractors and any escrow expenses.

Escrow Agent will be selected by Lessee subject to HCC's credit approval. HCC to review and approve escrow disbursements prior to Escrow Agent disbursing of funds. It is assumed that all interest earnings will accrue for benefit of Lessee. This proposal also does not take into consideration the application of any interest earnings from the escrow fund of the account.

ESCROW DISBURSEMENTS:

HCC will request the following information from the Lessee to authorize disbursement of funds to vendors and or the Lessee from the escrow account:

- Executed Disbursement Request Form
- Executed Acceptance Certificate
- Copies of Vendor Invoices;
- Proof of Payment (required if Lessee is requesting a reimbursement)
- Proof of Insurance (both Liability and Property and Casualty Coverage)

REIMBURSEMENT:

If Lessee intends to be reimbursed for any equipment cost associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under the Treasury Regulation Section 1.150.2.

INSURANCE:

The Lessee shall furnish confirmation of all risk physical damage insurance coverage for the full cost of the property plus one million (\$1,000,000.00) dollars combined single limit property damage and bodily injury insurance covering the property. HCC shall be named as loss payee and additional insured on such coverage.

PAY & PERFORMANCE BOND:

The Investor will be named as co-obligee on the pay and performance bond during the installation period.

AUTHORIZED SIGNORS:

The Lessee's governing board shall provide HCC with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION:

The Lessee's counsel shall furnish HCC with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to HCC.

LEGAL TITLE:

Title to the equipment will be in the name of Lessee. Lessor will be granted a first priority security interest or lien on all collateral being financed.

DOCUMENTATION:

Utilize standard HCC lease agreement that will cover all facets of the transaction. A copy of the sample master lease agreement will be forwarded to the Lessee upon acceptance of the proposal. The Lessee will be responsible for a \$10,000.00, which can be taken from lease proceeds or paid at closing.

RATE LOCK EXPIRATION:

If funding does not take place by August 12, 2019, the Lease Rate and Lease Payment Amounts will be adjusted to market conditions three (3) days prior to funding. Once set, the Lease Rate will remain fixed for the Lease Term.

FINANCIAL STATEMENTS:

Lessee shall provide to Lessor three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

This proposal is subject to final credit approval by the Credit/Investment Committee of Holman Capital Corporation and approval of the lease documents in Holman Capital Corporation's sole discretion. To render a credit decision, Lessee shall provide HCC with the information requested above. Upon receipt of the signed proposal, we will endeavor to provide you with a timely commitment.

It is a pleasure to offer this proposal to you and we look forward to your favorable acknowledgment.

Sincerely,

Austin Shaw

Austin Shaw
Strategic Sales Officer

Lance S. Holman

Lance S. Holman
President & CEO

AGREED TO AND ACCEPTED BY:

Name: _____

Title: _____

Date: _____

INDEX TO LEGAL DOCUMENTS
BANK-QUALIFIED, APPROPRIATION-BASED, ESCROW FUNDED
TAX-EXEMPT MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

DATED < > BY AND BETWEEN

HOLMAN CAPITAL CORPORATION

And

<LESSEE NAME>

Lease Documents:

Tab 1:	Master Equipment Lease-Purchase Agreement;
Tab 2:	Exhibit A – Payment Schedule;
Tab 3:	Exhibit A-1 – Notice and Acknowledgment of Assignment;
Tab 4:	Exhibit B-1 – Insurance Coverage Request;
Tab 5:	Exhibit B-2 – Self-Insurance Rider (if applicable);
Tab 6:	Exhibit C – Essential Use Certificate;
Tab 7:	Exhibit D – Incumbency Certificate;
Tab 8:	Exhibit E – Opinion of Lessee’s Counsel;
Tab 9:	Exhibit F – Bank Qualified Certificate (omit if NBQ);
Tab 10:	Exhibit G – Post Issuance Tax Compliance Procedures;
Tab 11:	Exhibit H – Escrow Agreement;
Tab 12:	Exhibit I - Resolution of Lessee;
Tab 13:	Exhibit J - UCC-1 Financing Statement with attached Schedule A (to be filed by the Investor);
Tab 14:	Exhibit K - Form 8038-G;
Tab 15:	Exhibit L - Closing Memorandum/Payment Proceeds Direction; and

Assignment Documents (Lessor and Investor Only):

Tab 16:	Assignment Agreement with Schedule A thereto.
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HOLMAN CAPITAL CORPORATION

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

1. **Agreement.** Subject to the terms and conditions contained in this Master Equipment Lease-Purchase Agreement dated < > (this "Master Lease Agreement"), HOLMAN CAPITAL CORPORATION, as lessor ("Lessor"), whose mailing address is 25201 Paseo de Alicia, Suite 290, Laguna Hills, CA 92653, hereby purchases from and agrees to sell, transfer and lease back to the <LESSEE>, as lessee ("Lessee"), whose mailing address is <Lessee Address, City, State, Zip>, and Lessee hereby sells to and agrees to acquire, purchase and lease back from Lessor, the items of personal property (together with any replacement parts, additions, substitutions, repairs or accessories now or hereafter incorporated in or affixed to it, hereinafter referred to collectively as the "Equipment") described, particularly, in each Payment Schedule to be issued under this Master Lease Agreement in the form attached hereto as Exhibit A (the "Payment Schedule"). The Master Lease Agreement and each Payment Schedule issued hereunder shall constitute a separate "Lease."

2. **Term.** The term of each Lease under a Payment Schedule issued under this Master Lease Agreement (the "Lease Term") begins as of the Commencement Date stated in the applicable Payment Schedule and shall continue so long as any amounts remain unpaid under that Payment Schedule. Each Lease Term will terminate upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment pursuant to Paragraph 11 and the applicable Payment Schedule, (b) Lessor's election to terminate this Lease Agreement pursuant to Paragraph 17, (c) Lessee's option to terminate this Lease Agreement pursuant to Paragraph 4, and (d) the payment by Lessee of all sums required to be paid by Lessee under the applicable Payment Schedule.

3. **Escrow Agreements.** On the Commencement Date for an applicable Payment Schedule, Lessor and Lessee shall enter into an escrow agreement (an "Escrow Agreement") dated the respective Commencement Date, between Lessor, Lessee, and the escrow agent specified in the particular Escrow Agreement, relating to the escrow fund (an "Escrow Fund") created thereunder. On each Commencement Date, Lessor shall deposit the amount specified in the applicable Escrow Agreement into the Escrow Fund to be held in escrow and applied upon the express terms and conditions of the Escrow Agreement for the acquisition of the equipment which shall be disbursed as provided for in the Closing Memorandum and/or Escrow Agreement applicable to the particular Payment Schedule.

4. **Rental Payments.** Lessee agrees to pay the rental payments specified in the applicable Payment Schedule for the specified Lease Term in the amounts and on the dates identified in the Payment Schedule. Payment of all rental payments and other amounts payable shall be made to Lessor at its above-stated address or as it shall otherwise designate in writing. As set forth in the applicable Payment Schedule, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal.

Notwithstanding any provision to the contrary in this Master Lease Agreement, Lessee may terminate this Lease, or any individual Payment Schedule, at the end of any fiscal year of Lessee (a "Fiscal Year") if sufficient funds are not appropriated by Lessee's governing body to pay rental payments and other amounts due under the Lease or any individual Payment Schedule during the next succeeding Fiscal Year (an "Event of Nonappropriation"). Lessee hereby agrees to notify Lessor at least 30 days prior to the last day of its then current Fiscal Year of the occurrence of an Event of Nonappropriation or, if nonappropriation has not occurred by that date, promptly upon the occurrence of an Event of Nonappropriation.

Lessee covenants, represents and warrants that: (a) if a Payment Schedule is issued concurrently with this Master Lease Agreement, it has made sufficient appropriations or has other legally available funds to pay all rental payments due during the first Fiscal Year under that Payment Schedule; (b) the officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain appropriated funds for the payment of rental payments and other amounts required to be paid under any Payment Schedule in the first Fiscal Year under that particular Payment Schedule and in each next succeeding Fiscal Year for the Lease Term; and (c) Lessee acknowledges that Lessor has relied upon these representations as an inducement to enter into this Master Lease Agreement. If an Event of Nonappropriation shall occur, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the corresponding Equipment under any Payment Schedule to Lessor at such location in the continental United States as is specified by Lessor, in the condition required by Paragraph 8 of this Lease Agreement, on or before the effective date of termination.

Lessee's obligation to pay rental payments and any additional amounts payable under any Payment Schedule constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement.

5. **Essentiality.** Subject to Paragraph 4 of this Lease Agreement, Lessee's present intention is to make rental payments for any Lease Term as long as it has sufficient appropriations or other legally available funds. Lessee represents that, with respect hereto, (a) the use and operation of any Equipment to be leased under a Payment Schedule shall be essential to its proper, efficient, and economic governmental operation and (b) the functions performed by such Equipment could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last rental payment scheduled to be paid under any Payment Schedule. On each Commencement Date, Lessee shall complete and provide Lessor a certificate in the form of Exhibit C.

6. **Disclaimer of Warranties.** LESSEE REPRESENTS AND AGREES THAT IT HAS SELECTED, OR WILL SELECT, THE EQUIPMENT PRIOR TO HAVING REQUESTED LESSOR TO FINANCE THE SAME. LESSEE AGREES THAT LESSOR HAS NOT MADE ANY, AND MAKES NO, REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIALS, ITS WORKMANSHIP AND/OR ITS QUALITY. AS BETWEEN LESSEE AND LESSOR, LESSEE LEASES, PURCHASES AND ACQUIRES THE EQUIPMENT "AS IS" "WHERE IS" AND "WITH ALL FAULTS." Lessor hereby assigns to Lessee, to the extent that it may lawfully do so, so long as no Event of Default and no Event of Nonappropriation shall have occurred and be continuing under any Payment Schedule, all rights and benefits that Lessor may have under any warranty, guaranty or the like that may be made with respect to any designated Equipment by the manufacturer, seller and/or supplier (collectively, the "Vendor") thereof. Lessor shall not be liable to Lessee or any third party for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by any of the Equipment or the use or maintenance thereof or any defect therein, the failure of operation thereof or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. Lessor makes no warranty as to the treatment of this Lease for tax or accounting purposes or as to the compliance of the Equipment with applicable government regulations or requirements. Lessee agrees to look solely to the Vendor for any claim arising from any defect, breach of warranty, failure or delay in delivery, mis-delivery or inability to use the Equipment for any reason whatsoever and Lessee's obligations to Lessor shall not in any manner be affected thereby, including (without limitation) Lessee's obligations to pay Lessor all rental payments and other amounts payable under any Payment Schedule. Lessee has selected, and will select, both the Equipment and the Vendor and acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or the Vendor. Lessor has no obligation to install, erect, test, adjust, service or maintain the Equipment.

7. **Delivery and Acceptance; Quiet Enjoyment.** Lessee shall accept the Equipment for which disbursement is requested from any Escrow Fund upon its delivery and authorizes Lessor to insert on each Payment Schedule the serial numbers and any additional description of the items of Equipment so delivered. As evidence of that acceptance, Lessee shall execute and deliver to Lessor a Certificate of Acceptance in the form attached as Exhibit A to each Escrow Agreement. Regardless of whether Lessee has furnished a Certificate of Acceptance pursuant to this Paragraph 7, by making a rental payment after its receipt of the Equipment, Lessee shall be deemed to have accepted the Equipment on the date of such rental payment for purposes hereof. During the Lease Term, Lessee shall be entitled to quiet enjoyment of the Equipment, subject to the terms of this Master Lease Agreement.

8. **Use of Equipment; Maintenance and Repairs.** Lessee shall keep the Equipment within the State at the "Equipment Location" stated in the applicable Payment Schedule and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent. Lessee shall use the Equipment in a careful manner and shall at all times, at its sole expense, keep the Equipment in good operating condition, repair and appearance and comply with all laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance. Lessee shall not make any alterations, additions, or improvements to the Equipment that are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of Lessor.

9. **Security Interest; Title to Equipment.** (a) The provisions of this Section 9(a) apply generally to all Equipment, regardless of the type, and to each Escrow Fund (if any/applicable): To secure the performance of all of Lessee's obligations hereunder and under each Payment Schedule, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security interest constituting a first priority and perfected lien and security interest on the Equipment delivered under each Payment Schedule and on any attachments, proceeds therefrom. Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, financing statements, landlord-

tenant or mortgagee waivers, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest in any Equipment or for the confirmation or perfection of Lessor's rights hereunder and under the applicable Payment Schedule. As further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time in each Escrow Fund and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code as enacted in the applicable state. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect the Equipment.

(b) Solely with respect to Equipment that is not comprised of vehicles and during any Lease Term, ownership and legal title of all of the Equipment and all substitutions, repairs, modifications, and replacements shall be in Lessee, and Lessee shall take all necessary action to vest such ownership and title in Lessee. Lessor does not own such Equipment, and, by this Lease Agreement, Lessor is merely financing the acquisition of the Equipment for the Lessee. Lessor has not been in the chain of title, does not, and will not, operate, control or have possession or control over the Equipment, or Lessee's use, maintenance, operation, storage, or maintenance of the Equipment. Lessee is entitled to use and possession of the Equipment, subject to the rights of Lessor hereunder (including its interest in the Equipment as the lessor hereunder). If Lessor terminates this Master Lease Agreement or any Payment Schedule pursuant to Paragraph 17 hereof or an Event of Nonappropriation occurs, all rights, title, and interests in the Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

(c) Solely with respect to Equipment consisting of vehicles, the provisions of this Section 9(c) shall apply: Lessee agrees to either cause the original registration to reflect Lessor or its assignee as legal owner of the Equipment or endorse the certificate of ownership to show Lessor or its assignee as legal owner (as required by Section 6301 of the California Vehicle Code). Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, MSOs/Certificates of Origin, Title Applications, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest in such Equipment or for the confirmation or perfection of Lessor's rights hereunder and under the applicable Payment Schedule. During any Lease Term, Lessee shall be the owner (as defined in Section 460 of the California Vehicle Code) of the Equipment entitled to use and possession of such Equipment, subject to the rights of Lessor hereunder, which is the legal owner (as defined in Section 370 of the California Vehicle Code) of the Equipment. If Lessor terminates this Lease Agreement pursuant to Paragraph 17 hereof or an Event of Nonappropriation occurs, all rights, title, and interests in the specified Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee.

10. **Personal Property.** The Equipment shall be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty. Lessee covenants that, unless Lessee owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease. At Lessor's request, Lessee shall provide Lessor with a waiver from each landlord and/or mortgagee of the premises in which any Equipment is to be located of any rights that such landlord and/or mortgagee may have in respect of any of that Equipment.

11. **Purchase of Equipment by Lessee; Prepayment.** At the option of Lessee, and provided that no Event of Default has occurred and is continuing hereunder, Lessor's interest in all, but not less than all, of the Equipment described in a particular Payment Schedule will be transferred, conveyed and assigned to Lessee, and this Lease shall terminate: (a) upon payment in full of the rental payments and all other payments then due under that particular Payment Schedule, or (b) on any rental payment date under the particular Payment Schedule, provided Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment pursuant to this provision, by paying to Lessor, in addition to the rental payment due on such date, an amount equal to the concluding payment (the "Concluding Payment") shown for such rental payment date in the particular Payment Schedule. Lessee shall not have the option to purchase any Equipment as provided in the foregoing clause (b) on any rental payment date for which a Concluding Payment is not stated in the applicable Payment Schedule.

12. **Risk of Loss.** Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during any Lease Term and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay rental payments or any other obligation hereunder and under any Payment Schedule because of any such occurrence. If (a) the Equipment or any portion thereof is

destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof hereunder is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the applicable Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to Lessee. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, Lessee shall, at Lessor's direction and sole discretion, either complete the work or pay the then applicable Concluding Payment in full, and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

13. **Insurance.** (a) Insurance Policies. If Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep all Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total rental payments for the Lease Term under the applicable Payment Schedule for the Equipment listed on that Payment Schedule, and (b) the full replacement cost of that Equipment without consideration for depreciation. Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by the owners of like property, with companies satisfactory to Lessor. Each policy shall provide that, as to the interest or coverage of Lessor or Lessor's assignee, the insurance afforded thereby shall not be suspended, forfeited or in any manner prejudiced by any default or by any breach of warranty, condition or covenant on the part of Lessee. If Lessee shall fail to provide any such insurance required hereunder or, within ten (10) days after Lessor's request therefor, shall fail to deliver the policies or certificates thereof to Lessor, then Lessor, at its option, shall have the right to procure such insurance and to add the full cost thereof to the rental payment next becoming due, which Lessee agrees to pay as additional rent under the applicable Payment Schedule. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor and its successors and/or assigns as "loss payee," and all such liability insurance shall name Lessor and its successors and/or assigns as an "additional insured." Lessee shall pay the premiums for such insurance and deliver to Lessor a certification in the form of Exhibit B-1 and satisfactory evidence of the insurance coverage required hereunder on or before the Commencement Date of the applicable Payment Schedule, but in no event later than the date on which an Acceptance Certificate is executed with respect to any Equipment. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

(b) **Self-Insurance.** If Lessee is self-insured (including any self-insured retentions and deductibles or participation in a risk pool) with respect to equipment such as the Equipment, the Equipment will be self-insured under an actuarially sound self-insurance program that is subject to Lessor's prior written consent and approval. If the Lessee shall maintain during the Lease Term under the applicable Payment Schedule such actuarially sound self-insurance program and in lieu of the coverage required under Section 13(a) hereunder, Lessee will, at all times, provide Lessor a certification in the form of Exhibit B-2 together with evidence of the self-insurance program in form and substance satisfactory to Lessor. The approval of self-insurance, self-insured retentions, and deductibles are all subject to Lessor's approval and prior written consent, which shall be based on the Lessor's then current credit underwriting practices.

14. **Fees; Taxes and Other Governmental Charges; Liens.** Lessee covenants and agrees at all times to keep the Equipment free and clear of all levies, liens (other than those created hereunder) and encumbrances, and to pay all charges, taxes and fees (including any recording or stamp fees or taxes) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment and shall give Lessor immediate written notice of any of the foregoing. If any of same shall remain unpaid when due, Lessor may pay same and add such payment to the rental payment next becoming due under the applicable Payment Schedule, as additional rent. Lessee shall execute and deliver to Lessor upon Lessor's request such further instruments and documents containing such other assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder and under the applicable Payment Schedule or to otherwise effectuate the intent of this Master Lease Agreement and the Lease.

15. **Indemnification.** (a) To the extent authorized by law, Lessee shall indemnify and save Lessor, its officers, employees, agents, servants, successors and assigns, harmless from any and all liabilities (including, without limitation, negligence, tort and strict liability), damages, expenses, claims, actions, proceedings, judgments, settlements, losses, liens and obligations, including (without limitation) attorneys' fees and costs ("Claims"), arising out of the ordering, purchase, delivery, rejection, non-delivery, ownership, selection, possession, operation, control, use,

condition, maintenance, transportation, storage, repair, return or other disposition of the Equipment, any claims arising under federal, state or local environmental protection and hazardous substance clean up laws and regulations and any claims of patent, trademark or copyright infringement or, if Lessee shall be in default hereunder or under any Payment Schedule, arising out of the condition of any item of Equipment sold or disposed of after use by Lessee, including (without limitation) claims for injury to or death of persons and for damage to property. The indemnities, assumption of liabilities and obligations herein provided shall be payable solely from funds legally available for such purpose and shall continue in full force and effect notwithstanding the expiration, termination or cancellation of this Master Lease Agreement or any Payment Schedule for any reason whatsoever. However, Lessee shall not be obligated to indemnify Lessor from Claims arising from the actual, proven and proximate gross negligence, bad faith, fraud or willful misconduct of Lessor.

(b) Lessor's Indemnification of Lessee. Lessor shall indemnify, defend, and hold harmless Lessee, its Governing Board, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all Claims arising from or in any manner connected to Lessor's willful misconduct or any grossly negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Master Lease Agreement or any Payment Schedule. If Claims are filed against Indemnitees that allege negligence on behalf of Lessor, Lessor shall have no right of reimbursement against Indemnitees for the costs of defense even if gross negligence is not found on the part of Lessor. However, Lessor shall not be obligated to indemnify Indemnitees from Claims arising from the negligence or willful misconduct of Indemnitees.

16. Assignment; Subleasing. LESSEE SHALL NOT ASSIGN, PLEDGE, MORTGAGE, SUBLET OR OTHERWISE TRANSFER OR ENCUMBER ANY OF ITS RIGHTS UNDER THIS MASTER LEASE AGREEMENT OR ANY PAYMENT SCHEDULE, ANY ESCROW AGREEMENT (INCLUDING ANY ESCROW FUND CREATED THEREUNDER) OR IN THE EQUIPMENT OR ANY PART THEREOF, NOR PERMIT ITS USE BY ANYONE OTHER THAN LESSEE AND ITS REGULAR EMPLOYEES, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, WHICH MAY BE WITHHELD OR CONDITIONED IN LESSOR'S REASONABLE DISCRETION. ANY SUCH PURPORTED TRANSFER, ASSIGNMENT OR OTHER ACTION WITHOUT LESSOR'S PRIOR WRITTEN CONSENT SHALL BE VOID.

Lessor may, at any time and from time to time, assign, transfer or otherwise convey all or any part of its interest in any Equipment, this Master Lease Agreement, any Payment Schedule and any Escrow Agreement (including any Escrow Fund created thereunder), including, but not limited to, Lessor's rights to receive the rental payments under the applicable Payment Schedule or any part thereof (in which event Lessee agrees to make all rental payments thereafter to the assignee designated by Lessor) without the necessity of obtaining Lessee's consent, *provided, however*, Lessor will deliver to Lessee prior written notice of an assignment. No such assignment, transfer or conveyance shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee. During the term of this Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect hereto in form necessary to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees (unless otherwise stated), if so requested, to acknowledge any such assignment in writing within 15 days after request therefor in the form attached as Exhibit A-1 hereto. Lessee further agrees that any moneys or other property received by Lessor as a result of any such assignment, transfer or conveyance shall not inure to Lessee's benefit.

17. Events of Default; Remedies. Each of the following events constitutes an "Event of Default" hereunder: (a) Lessee fails to pay in full the rental payment due under any Payment Schedule on any date upon which such rental payment is due; (b) Lessee fails to comply with any other agreement or covenant of Lessee hereunder or under any Payment Schedule for a period of 30 days following receipt of written notice of violation of such agreement or covenant and demand that such violation be remedied; (c) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar officer is appointed for Lessee or any of its property; (d) any warranty, representation or statement made in writing by or on behalf of Lessee in connection herewith or in connection with any Payment Schedule is found to be incorrect or misleading in any material respect on the date made; (e) actual or attempted sale, lease or encumbrance of any of the Equipment or the making of any levy, seizure or attachment thereof or thereon; or (f) Lessee defaults in its obligations under any other agreement for borrowing money, lease financing of property, or otherwise receiving credit and the obligee thereunder (or trustee on its behalf) is permitted to exercise any remedies under such other agreement.

Immediately upon the occurrence of an Event of Default hereunder, Lessor may terminate this Master Lease Agreement, the applicable Payment Schedule, the Lease, or Lessee's rights hereunder and in any such event repossess

the applicable Equipment, which Lessee hereby agrees, at its expense, to surrender promptly to Lessor at such location in the continental United States as Lessor shall direct. Such right of repossession and other rights as specifically provided in this Paragraph 17 shall constitute the sole remedies for Lessee's failure to make payments or otherwise perform its obligations when required hereunder and under any Payment Schedule. If Lessor is entitled to repossess the Equipment under any provision of this Master Lease Agreement, Lessee shall permit Lessor or its agents to enter the premises where the Equipment is then located. In the event of any such repossession, Lessee shall execute and deliver such documents as may reasonably be required to restore title to and possession of the Equipment to Lessor, free and clear of all liens and security interests to which the Equipment may have become subject. Upon repossession, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee, Lessee agrees, at its option, to (a) repair and restore the Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) or (b) pay to Lessor the reasonable costs of such repair and restoration. If Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Nonappropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total rental payments for such Equipment that would have been paid during the applicable Lease Term plus any other amounts then due hereunder, Lessor shall immediately pay the amount of any such excess to Lessee.

If Lessor terminates this Master Lease Agreement, any Payment Schedule and/or the Lease under this Paragraph 17 or an Event of Nonappropriation occurs hereunder and in either case Lessee continues to use the Equipment or if Lessee otherwise refuses to pay rental payments hereunder due during a Fiscal Year for which Lessee's governing body has appropriated sufficient legally available funds to pay such rental payments due hereunder, Lessor (i) may declare the rental payments due and owing for the Fiscal Year for which such appropriations have been made to be immediately due and payable and (ii) shall be entitled to bring such action at law or in equity to recover money and other damages attributable to such holdover period for the Equipment.

Lessor shall also be entitled to exercise any or all remedies available to a secured party under the applicable provisions of the Uniform Commercial Code as enacted in the applicable state, and all other rights and remedies that Lessor may have at law or in equity. All rights and remedies of Lessor shall be cumulative and not alternative. Lessor's failure to exercise or delay in exercising any right or remedy shall not be construed as a waiver thereof, nor shall a waiver on one occasion be construed to bar the exercise of any right or remedy on a future occasion. Lessee agrees to reimburse Lessor for any expenses reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor, but only from legally available funds.

18. Late Payments. Whenever any rental payment or other amount payable to Lessor by Lessee under any Payment Schedule is not paid within ten (10) days of the regularly scheduled due date (or if not a regularly scheduled due date, then the due date specified in an undisputed invoice), Lessee agrees to pay Lessor a late charge on the delinquent amount at the rate of one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less. Such amount(s) shall be payable solely from legally available funds in addition to all amounts payable by Lessee as a result of the exercise of any of the remedies herein provided.

19. Rental Payments to Be Unconditional. Except as expressly set forth in this Master Lease Agreement (including Paragraph 4), Lessee agrees that as of the Commencement Date of any Payment Schedule, Lessee's obligations under the Lease are absolute and unconditional and shall continue without set-off, deduction, counterclaim, abatement, recoupment, or reduction and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery or failure of the Equipment to operate properly.

20. Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of rental payments under any Payment Schedule to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action or omission which would cause the interest component of rental payments under any Payment Schedule to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee agrees, for each Payment Schedule, to (a) execute and deliver to Lessor, upon Lessor's request, a tax certificate and agreement in form and content acceptable to Lessor and Lessee, relating to the establishment and maintenance of the excludability from gross income of the interest component of rental payments under the applicable Payment Schedule for federal income tax purposes; (b) complete and file in a timely manner an information reporting return as required by the Code; and (c) rebate an amount equal to excess earnings on any Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the

determinations and maintain the records required by the Code. Any tax certificate or agreement executed pursuant hereto shall be fully incorporated by reference herein.

Lessee represents that neither Lessee nor any agency or unit of Lessee has, or will have, on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment described in any Payment Schedule. Lessee has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly rental payments under any Payment Schedule. Lessor and Lessee certify that, so long as any rental payments hereunder remain unpaid, moneys on deposit in the Escrow Fund will not be used in a manner that will cause any Payment Schedule to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code.

If Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of nationally recognized independent tax counsel selected by Lessor, that Lessor may not exclude any Interest paid under any Lease from its Federal gross income (each an "Event of Taxability"), the Lessee shall pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid under the Lease and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of such Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such after-tax yield to Lessor.

It is Lessor's and Lessee's intention that this Lease and the Payment Schedules issued under this Master Lease Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment hereunder for federal income tax purposes.

21. Lessee Representations, Warranties and Covenants. Lessee hereby represents and warrants to and agrees with Lessor that:

(a) Lessee is a political subdivision of the State of California, within the meaning of Section 103(c) of the Code, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Lease, any Payment Schedule and any Escrow Agreement and has been duly authorized to execute and deliver this Lease, all Payment Schedules and all Escrow Agreements and to carry out its obligations hereunder and thereunder. Lessee has provided to Lessor a full, true and correct copy of a resolution or other appropriate official action of Lessee's governing body specifically authorizing Lessee to execute and deliver this Lease, all Payment Schedules and Escrow Agreements and all documents contemplated hereby and thereby, including the delegation by Lessee's Governing Board to a designated officer to execute on Lessee's behalf all future Payment Schedules. Lessee has provided to Lessor a full, true, and correct copy of an Incumbency Certificate in substantially the form attached as Exhibit D hereto relating to the authority of the officers who have executed and delivered this Master Lease Agreement and who will execute and deliver this Master Lease Agreement on behalf of Lessee. Lessee will provide in the future similar Incumbency Certificates with respect to each Payment Schedule and Escrow Agreement and all documents in connection therewith on behalf of Lessee.

(c) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Master Lease Agreement, any Payment Schedule and any Escrow Agreement, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Master Lease Agreement, any Payment Schedule and any Escrow Agreement.

(d) Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Lessee from entering into this Master Lease Agreement, any Payment Schedule and any Escrow Agreement, or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely

affect the transactions contemplated by this Master Lease Agreement, any Payment Schedule or any Escrow Agreement, or any other agreement or instrument to which Lessee is a party and that is used or contemplated for use in the consummation of the transactions contemplated by this Master Lease Agreement, any Payment Schedule or any Escrow Agreement. All authorizations, consents, and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Master Lease Agreement or in connection with the carrying out by Lessee of its obligations hereunder, including the subsequent execution of any Payment Schedule, have been obtained.

(f) The payment of the rental payments or any portion thereof hereunder is not (under the terms of this Master Lease Agreement and any Payment Schedule) directly or indirectly (i) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (ii) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local government unit. No portion of the purchase price for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(g) The entering into and performance of this Master Lease Agreement, the Lease, and the Escrow Agreement will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of Lessee or on the Equipment pursuant to an indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(h) Lessee's name as indicated on the first page of this Master Lease Agreement is its true, correct, and complete legal name.

(i) The useful life of any Equipment will not be less than the Lease Term of the Payment Schedule applicable to any such Equipment.

(j) Lessee has entered into this Lease, and will enter into each Payment Schedule, for the purpose of purchasing, acquiring, and leasing the Equipment and not for the purpose of refinancing any outstanding obligation of Lessee more than 90 days in advance of its payment or prepayment date. The purchase price for the Equipment has been or will be paid directly by Lessor from the applicable Escrow Fund to the Vendor, and no portion of the purchase price for the Equipment has been or will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the execution and delivery hereof.

(k) The application, statements, and credit or financial information submitted by it to Lessor are true and correct and made to induce Lessor to enter into this Master Lease Agreement, any Payment Schedules and any Escrow Agreements.

(l) For so long as this Master Lease Agreement remains in effect, Lessee shall (i) provide Lessor, no later than ten days prior to the end of each Fiscal Year (commencing with the current Fiscal Year), with current budgets or other proof of appropriation for the ensuing Fiscal Year and such other information relating to Lessee's ability to continue any current Lease Term for the next succeeding Fiscal Year as may be reasonably requested by Lessor and (ii) furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available and in any event not later than 180 days after the close of each Fiscal Year, the audited financial statements of Lessee at the close of and for such Fiscal Year, all in reasonable detail, audited by and with the report of Lessee's auditor.

(m) On each Commencement Date, Lessee shall cause to be executed and delivered to Lessor an Opinion of Lessee's Counsel for each Payment Schedule in substantially the form attached as Exhibit E hereto.

(n) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment hereunder over the amount deposited by Lessor in any Escrow Fund and interest earnings thereon.

(o) Lessee has experienced no material change in its financial condition since the date of its last prepared financial statements, which was <LAST AUDIT DATE – MM-DD-YY>.

(p) Lessee acknowledges that: (a) Lessor is acting solely for its own account and not as a fiduciary for Lessee or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor; (b) Lessor has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of Lessee with respect to its acquisition of the Equipment; and (c) Lessee has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to this Lease from its financial, legal and other advisors (and not Lessor) to the extent that Lessee desired to obtain such advice.

22. **Execution in Counterparts; Chattel Paper.** This Master Lease Agreement and any Payment Schedule may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however*, that only Counterpart No. 1 of this Master Lease Agreement and of any Payment Schedule shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

23. **Applicable Law.** This Master Lease Agreement and each Payment Schedule shall be governed by and construed under the laws of the State of California.

24. **Binding Effect; Severability; Survival.** This Master Lease Agreement and each Payment Schedule entered into hereunder shall not become effective until accepted by Lessor at its herein-described office, and upon such acceptance shall inure to and bind the parties, their successors, legal representatives, and assigns. No provision of this Master Lease Agreement that may be construed as unenforceable shall in any way invalidate any other provision hereof, all of which shall remain in full force and effect.

25. **Miscellaneous Provisions.** Any notice to a party hereunder shall be deemed given when mailed to that party by certified mail, return receipt requested, or by overnight delivery by a nationally recognized overnight courier, at its address set forth herein or such other address as either may designate for itself in such notice to the other. This Master Lease Agreement, any Payment Schedule and any Escrow Agreement constitute the entire mutual understanding of the parties regarding the subject matter hereof and thereof and may not be modified except in writing, signed by the party against whom such modification is asserted. Upon the request of Lessor, Lessee shall at any time and from time to time execute and deliver such further documents and do such further acts as Lessor may reasonably request in order fully to effectuate the purposes hereof and any assignment hereof. If a court with competent jurisdiction rules that the interest rate charged hereunder exceeds the maximum rate of interest allowed by applicable law, then the effective rate of interest hereunder shall be automatically reduced to the maximum lawful rate allowable under the applicable laws.

[Remainder of page intentionally left blank]

THE UNDERSIGNED HEREBY AGREE TO ALL OF THE TERMS AND CONDITIONS AS SET FORTH IN THIS EQUIPMENT MASTER LEASE-PURCHASE AGREEMENT.

HOLMAN CAPITAL CORPORATION, Lessor

<LESSEE NAME>, Lessee

By: x _____
Lance S. Holman
President & CEO

By: x _____
Name: <Name>
Title: <Title>

Counterpart No. _____ of two manually executed and serially numbered counterparts. To the extent that this Lease Agreement constitutes chattel paper (as defined in the applicable provisions of the Uniform Commercial Code as enacted in the applicable state), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A
PAYMENT SCHEDULE NO. ____ TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED <DATE>

1. DESCRIPTION OF THE EQUIPMENT:

_____ purchased/installed pursuant to that certain Agreement with _____ (the "Vendor") <Brief Description> and financed by this Payment Schedule dated <Date> to that certain Master Equipment Lease-Purchase Agreement dated <Date> by and between Holman Capital Corporation and <Lessee Name>, including, without limitation, the following:

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: <Address, City, State, Zip>.

3. RENTAL PAYMENT SCHEDULE: The rental payments shall be made for the Equipment as follows:

** Assumes that all rental payments and additional rentals due on and prior to that date have been paid.*

4. INTEREST RATE: 0.000%

5. COMMENCEMENT DATE: <Date>

6. SCHEDULED LEASE TERM: 15 years

7. Lessee's current Fiscal Year extends from July 1, 2017.

8. The terms and provisions of the Master Equipment Lease-Purchase Agreement described above are hereby incorporated into this Payment Schedule by reference and made a part hereof.

9. Lessee hereby consents to the assignment by the Lessor of its rights under this Payment Schedule, which rights are evidenced by the Assignment Agreement entered into concurrently with this Payment Schedule.

10. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Master Equipment Lease-Purchase Agreement (particularly Paragraph 21 thereof) are true and correct as though made on the date of execution of this Schedule, and (ii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under this Payment Schedule during Lessee's current Fiscal Year.

11. Interest, if any, accruing from the Commencement Date hereof to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Schedule.

12. The following exhibits are incorporated into this Payment Schedule by this reference: Exhibit A-1 – Notice and Acknowledgment of Assignment; Exhibit B-1 – Insurance Coverage Request or, as applicable, Exhibit B-2 – Self-Insurance Rider; Exhibit C – Essential Use Certificate; Exhibit D - Incumbency Certificate; Exhibit E – Opinion of Lessee's Counsel; Exhibit F – Bank Qualified Certificate; Exhibit G – Post-Issuance Tax Compliance Procedures; Exhibit H – Escrow Agreement; Exhibit I – Resolution of Lessee; Exhibit J – UCC-1 Financing Statement; Exhibit K – Form 8038-G; and Exhibit L – Closing Memorandum.

<LESSEE NAME>,
as Lessee

HOLMAN CAPITAL CORPORATION,
as Lessor

By: _____
Name: <Name>
Title: <Title>

By: _____
Name: Lance S. Holman
Title: President & CEO

Counterpart No. _____ of two manually executed and serially numbered counterparts. To the extent that this Schedule constitutes chattel paper (as defined in the applicable provisions of the Uniform Commercial Code as enacted in the applicable state), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

NOTICE AND ACKNOWLEDGEMENT OF SALE OF RENTAL PAYMENTS AND
ASSIGNMENT OF PAYMENT SCHEDULE NO. __ AND ESCROW AGREEMENT

Holman Capital Corporation ("*Lessor*") and the <Lessee Name> ("*Lessee*") have entered into a Master Equipment Lease-Purchase Agreement dated <Date> (the "*Master Lease Agreement*") and Payment Schedule No. __ issued thereunder, under which Lessee has, or will have prior to its execution hereof, leased equipment (the "*Equipment*") described in that Payment Schedule.

Lessee is hereby notified that Lessor has assigned its right, title, and interest in and to Payment Schedule No. __, the leased Equipment, and the rental payments as permitted by Payment Schedule No. __ in accordance with the Master Lease Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due under Payment Schedule No. __ to <Bank Name> and/or its affiliates, as Lessor's assignee (the "*Assignee*"), as directed by the Assignee or a paying agent acting on behalf of Assignee, pursuant to the instructions contained in any invoice or notice. Lessee will also direct any and all correspondence, notice and servicing requests to the Assignee at the following address:

Name
Title
Assignee Bank Name
Address 1
Address 2
Phone:
Email:

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under Payment Schedule No. __ as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to or requisition of any of the Equipment leased under Payment Schedule No. __, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

Lessee further acknowledges and agrees that Assignee has not assumed any of Lessor's obligations or duties under the Master Lease Agreement or Payment Schedule No. __, or made any warranties whatsoever as to the Master Lease Agreement, Payment Schedule No. __ or the Equipment. Lessee agrees that no change may be made to the Master Lease Agreement or Payment Schedule No. __ without the prior written consent of Assignee.

By signing this Notice and Acknowledgment, Lessee warrants that its representations and warranties under the Lease Agreement are true and correct on the date hereof.

Date: <Date>

<LESSEE NAME>, as Lessee

By: _____
Name: <Name>
Title: <Title>

EXHIBIT B-1

INSURANCE CERTIFICATION

[complete only if Lessee is not self-insured]

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

<Date>

Re: Payment Schedule No. __ under Master Equipment Lease-Purchase Agreement dated
<Date>

In connection with the above-referenced Payment Schedule No. __ and Master Lease Agreement, <Lessee Name>, as lessee (the "Lessee") certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Agent: [Exclusive Risk Management Authority of California]
Address: [Need additional information from Lessee]
Phone: [Insert Phone]
to issue:

Liability Insurance. Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$3,000,000. The policy should be endorsed to
X name <Bank Name> (the assignee of Holman Capital Corporation) as an additional insured.

Casualty Insurance. Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced
X Payment Schedule in an amount not less than the greater of <\$0.00> or the full replacement cost of the Equipment. Such insurance shall be endorsed to name <Bank Name> as a co-loss payee with respect to such Equipment.

The required insurance should also be endorsed to give <Bank Name> at least 30 days' prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of <Bank Name> shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to <Bank Name> prior to and/or commensurate with the later of the Commencement Date of Payment Schedule No. __ or the delivery and acceptance of the Equipment.

Very truly yours,

<LESSEE NAME> , as Lessee

By: _____
Name: <Name>
Title: <Title>

EXHIBIT B-2

[complete only if Lessee is self-insured]

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

<DATE>

Re: Payment Schedule No. __ under Master Equipment Lease-Purchase Agreement dated <Date>

In connection with the above-referenced Payment Schedule No. __, <Lessee Name>, as lessee (the "Lessee") certifies that it participates in an actuarially sound self-insurance program for property damage and public liability risks.

The following is attached (check all that apply):

- ☐ Letter from risk manager describing self-insurance program
- ☐ Other evidence of Lessee's participation in self-insurance program

Very truly yours,

<LESSEE NAME>, as Lessee

By: _____
Name: <Name>
Title: <Title>

EXHIBIT C

ESSENTIAL USE CERTIFICATE

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

<Date>

Re: Payment Schedule No. __ under Master Equipment Lease-Purchase Agreement dated <Date>

I, <Name>, appointed, or designated representative and <Title> of the <Lessee Name>, as lessee (the "Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Payment Schedule:

1. *What is the specific use of the Equipment?*
2. *What increased capabilities will the Equipment provide?*
3. *Why is the Equipment essential to your ability to deliver governmental services?*
4. *Does the Equipment replace existing equipment?*
(If so, please explain why you are replacing the existing equipment)
5. *Why did you choose this specific Equipment?*
6. *For how many years do you expect to utilize the Equipment?*

Very truly yours,
<LESSEE NAME>, as Lessee

By: _____
Name: <Name>
Title: <Title>

EXHIBIT D

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the _____ of the <Lessee Name> ("District"), which is a body corporate and politic duly established and validly existing as a political subdivision of the State of California and operates under a Governing Board, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the District holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
 - a. Enter into that certain Payment Schedule No. __ under Master Equipment Lease-Purchase Agreement dated <Date> (the "Lease Agreement"), between the <Lessee Name> and Holman Capital Corporation, as lessor, and that certain Escrow Agreement dated as of <Date> (the "Escrow Agreement") between the <Lessee Name>, Holman Capital Corporation, and <Bank Name>, as escrow agent; and
 - b. Execute Certificates of Acceptance, Payment Request/Disbursement Request Forms, and any and all other certificate, documents, and agreements relating to the Master Lease Agreement, Payment Schedule No. __ and Escrow Agreement applicable to that Payment Schedule.

NAME

TITLE

SIGNATURE

<Name>

<Title>

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the <Lessee Name>.

<Date>

Name: <Name>

Title: <Title>

EXHIBIT E

[Print on Counsel Letterhead]

OPINION OF LESSEE'S COUNSEL

<Date>

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

Re: Payment Schedule No. __ under Master Equipment Lease-Purchase Agreement dated <Date>

Ladies and Gentlemen:

As counsel to the <Lessee Name> (the "*Lessee*"), I have examined the Master Equipment Lease-Purchase Agreement dated <Date> and Payment Schedule No. __, both collectively, the "*Lease Agreement*"), between the Lessee and Holman Capital Corporation, as lessor ("*Lessor*"), the form of the Escrow Agreement for Payment Schedule No. __, together with the Disbursement Request Form and Certificate of Acceptance (collectively, the "*Escrow Agreement*"), and the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Master Lease Agreement, Payment Schedule No. __ and the Escrow Agreement. The Master Lease Agreement, Payment Schedule No. __ and the Escrow Agreement are herein collectively referred to as the "*Transaction Documents*." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. The Lessee is a political subdivision of the State of California and operates under a Governing Board, and the laws of the State of California with full power and authority to enter into the Transaction Documents.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Equipment to be leased pursuant to the Lease Agreement constitutes personal property and, when subjected to use by the Lessee, will not be a fixture under applicable law.

4. The Lessee has complied with any applicable public bidding requirements in connection with the Transaction Documents and the transactions contemplated thereby. By proper action, the Governing Body of the Lessee authorized the execution and delivery of the Transaction Documents and certain other matters, which actions were duly taken at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the Lessee of the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of the Lessee or the Governing Body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Master Lease Agreement and Payment Schedule No. __.

6. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound. Notwithstanding the foregoing, upon the due and timely filing of a UCC-1 and a Title Application and/or Certificate of Title (the latter solely with respect to Equipment constituting titled vehicles), the Lessor will have a perfected security interest in the Equipment.

This opinion may be relied upon by Lessor and purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,

EXHIBIT F

BANK-QUALIFIED DESIGNATION

The <LESSEE>, as lessee, (the "*Lessee*") under that certain Master Equipment Lease-Purchase Agreement dated <Dated> and Payment Schedule No. ___ issued thereunder (collectively, the "Lease") to which this Designation is attached, hereby designates the Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee is a "qualified small issuer" in that it reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder; and that the Lease is being entered into and will be used in connection with public purposes.

This Designation is attached to and made a part of the Lease and inures to the benefit of the Lessor and its successors and/or assigned.

EXECUTED as of this DD day of MONTH, 20YY.

<LESSEE>, as Lessee

By: _____
Name: <AUTHORIZED SIGNATORY>
Title: <SIGNATORY TITLE>

EXHIBIT G

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

Dated: <Date>

The following certificate is delivered in connection with the execution and delivery of Payment Schedule No. __ issued under the Master Equipment Lease-Purchase Agreement dated <Date> (the "Master Lease Agreement"), entered into between the <Lessee Name> (the "Lessee") and Holman Capital Corporation (the "Corporation"). Capitalized terms used herein have the meanings defined in the Lease Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with Payment Schedule No. __ executed under the Master Lease Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply \$0.00 (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the governing board's approval or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in said Payment Schedule No. __. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by <BANK>, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement for Payment Schedule No. __ dated as of <Date> (the "Escrow Agreement"), by and between Lessor, Lessee and Escrow Agent.

1.4. Lessee will timely file for each Payment Schedule issued under the Master Lease Agreement a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. The Lease is designated a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. In that regard, the Lessee is a "qualified small issuer" in that it reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder; and that the Lease is being entered into and will be used in connection with public purposes.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

- 2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.
- 2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

- 3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.
- 3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:
- (a) If applicable, Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (a copy of which will be provided to Lessor, if applicable, the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor (as defined in the Master Lease Agreement) not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;
 - (b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
 - (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and
 - (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

- 4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.
- 4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.
- 4.3.(a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by <Date>.
- (b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.
- (c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not

Section 5. Escrow Account.

Section 6. No Private Use; No Consumer Loan.

6.2 In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.2, "Private Business Use" means use of bond proceeds or bond financed property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

Section 7. No Federal Guarantee.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

G-3

IN WITNESS WHEREOF, this Post-Issuance Tax Compliance Procedures Certificate has been executed on behalf of Lessee as of <Date>.

<LESSEE NAME>

By: _____

Name: <Name>

Title: <Title>

EXHIBIT H

ESCROW AGREEMENT

LESSOR:

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

ESCROW AGENT:

<Bank Name>
<Address>
<City, State, ZIP>

LESSEE:

<Lessee Name>
<Address>
<Address 2>
<City, State, ZIP>

THIS ESCROW AGREEMENT (this "*Escrow Agreement*") is made as of <Date>, between Holman Capital Corporation ("*Lessor*"), the <Lessee Name> ("*Lessee*"), and <Bank Name> (the "*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Payment Schedule No. ___ (the "*Payment Schedule*") under that Master Equipment Lease-Purchase Agreement dated <Date> (the "*Master Lease Agreement*"). The Payment Schedule and Master Lease Agreement are jointly referred to herein as the "*Lease*." The Lease contemplates that certain Equipment described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Lease.

The Lease contemplates that Lessor will deposit with the Escrow Agent cash in the amount of <\$0.00> (the "*Deposit Amount*"), for deposit into the escrow fund (the "*Escrow Fund*"), to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit into the Escrow Fund, together with all interest and additions received with respect thereto, is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee). The Escrow Fund is to be held for the account and benefit of Lessee, and Lessee has granted to Lessor a first priority and perfected lien on and security interest in the Escrow Fund and any all proceeds, interest and other earnings thereon and investments therein to the Lessor by virtue of the execution of this Escrow Agreement and the Lease without the need for any additional filings or financing statements.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the first, priority security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time held in the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On such day as determined to the mutual satisfaction of the parties pursuant to the terms of the Payment Schedule (the "*Commencement Date*"), Lessor shall deposit with the Escrow Agent cash in the amount of the Deposit Amount to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent

agrees to accept the deposit of the Deposit Amount by Lessor with the Escrow Agent, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments held in the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).
4. Lessee hereby directs the Escrow Agent to invest the cash held in the Escrow Fund from time to time in a <Bank Name> non-interest bearing demand deposit account with no fees or costs or, in the event such fund is not at the time available, such other investments as Lessee may specify in writing, to the extent the same are at the time legal for investment of the funds being invested. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and become a part of the Escrow Fund. No investment shall be made that would cause the Lease to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.
5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:
 - a. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment payments then due and payable, or reimburse Lessee for amounts that it has paid to the vendor or manufacturer of the Equipment, upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as Exhibit A hereto, (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the requisition request, and (c) any additional documentation required by Lessor.
 - b. If Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default or an Event of Nonappropriation by Lessee under the Master Lease Agreement or Payment Schedule, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund.
 - c. Upon receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the Escrow Agent shall transfer the then remaining balance of the Escrow Fund to Lessee, upon the express condition that Lessee hereby agrees to use such excess amount solely for capital expenditures as shall be approved by Lessee or, at the written direction of Lessee, for application against the interest component of the Lessee's payment obligation under the Lease, as provided therein, unless otherwise agreed by Lessor.
6. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement that the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct, or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made pursuant to Section 4.
7. To the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities that it may incur in the exercise and performance of its powers and duties hereunder and that are not due to the Escrow Agent's gross negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence, willful misconduct, or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.
8. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without

cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

9. This Escrow Agreement shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.
10. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt.
11. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.
12. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification, or change of terms hereof shall bind any party unless in writing signed by all parties.
13. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants, or other skilled persons.
14. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR: HOLMAN CAPITAL
CORPORATION

LESSEE: <LESSEE NAME>

By: _____
Lance S. Holman
President & CEO

By: _____
<Name>
<Title>

<BANK>

By: _____
<Name>
<Title>

EXHIBIT A TO ESCROW AGREEMENT

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The following payment request is directed to <BANK> (the "*Escrow Agent*"), as escrow agent under that certain Escrow Agreement dated <Date> (the "*Escrow Agreement*"), between the <Lessee Name> ("*Lessee*"), Holman Capital Corporation ("*Lessor*"), and the Escrow Agent. Because Holman Capital Corporation has assigned all of its right, title, and interest in and to the Escrow Agreement to <BANK>, all references herein to "Lessor" shall mean <BANK>.

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment leased pursuant to that certain Payment Schedule No. (the "*Payment Schedule*") executed pursuant to the Master Equipment Lease-Purchase Agreement dated <Date> (the "*Master Lease Agreement*"), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
----------	--------------------------------------	--------	-------

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered to the location(s) set forth in the Payment Schedule; (ii) a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of the Payment Schedule; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Master Lease Agreement; (vii) no Event of Default or Event of Nonappropriation, as those terms are defined in the Master Lease Agreement, and no event that with the giving of notice or lapse of time or both, would become an Event of Default or an Event of Nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Payment Schedule during Lessee's current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, designating Lessor as legal owner, and evidence of filing.

[Remainder of page intentionally left blank]

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Payment Schedule.

Date: _____

Approved:

<BANK>, as Lessor

<LESSEE NAME>, as Lessee

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SCHEDULE A TO ESCROW AGREEMENT:

NOTICE AND ACKNOWLEDGEMENT OF
ASSIGNMENT OF ESCROW AGREEMENT

Holman Capital Corporation ("Lessor"), <Lessee Name> ("Lessee"), and <BANK> ("Escrow Agent") have entered into an Escrow Agreement dated <Date> (the "Escrow Agreement"), pursuant to which Lessor, or its Assignee (as defined below), has deposited cash into the Escrow Fund established thereunder, which funds are to be used by Lessee to acquire certain Equipment.

Escrow Agent is hereby notified that Lessor has assigned all of its right, title, and interest in and to, but not its obligations under, the Escrow Agreement to <BANK> ("Assignee"), including, in particular, but without limitation, Lessor's security interest in the Escrow Fund and Lessor's right to approve all payment requests submitted by Lessee.

Date: <Date>

LESSOR: HOLMAN CAPITAL
CORPORATION

LESSEE: <LESSEE NAME>

By: _____
Lance S. Holman
President & CEO

By: _____
<Name>
<Title>

ESCROW AGENT: <BANK>

By: _____
<Name>
<Title>

EXHIBIT I
RESOLUTION OF LESSEE

EXHIBIT J
UCC-1 FINANCING STATEMENT

EXHIBIT K

IRS FORM 8038-G

[To be prepared by Holman Capital Corporation]

EXHIBIT L
CLOSING MEMORANDUM

<\$0.00> LEASE FOR <NAME OF PROJECT>
PURSUANT TO PAYMENT SCHEDULE NO. _____ ISSUED UNDER THE MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED <DATE> BETWEEN <LESSEE NAME>, AS LESSEE, AND
HOLMAN CAPITAL CORPORATION, AS LESSOR

Pre-Closing: Pre-Closing will be held at the Lessee's convenience, on or before _____, 20____. All documents will be executed and two (2) blue ink originals will be overnighted to Holman Capital Corporation, Attn.: Aditya Kajaria, 25201 Paseo de Alicia, Suite 290, Laguna Hills, CA 92653, for delivery no later than 9:00 am on the morning of _____, 20____ and held in trust until such time as the wires and original documents are released by the Parties.

Closing: (1) By internal funds transfer and pending receipt of original, executed Payment Schedule and related documents, on the morning of <Date>, the Investor is authorized by Lessee to transfer via internal credit the Total Equipment Cost (as set forth below) to Escrow Agent, pursuant to a general ledger credit to the Escrow Account as follows:

Bank Name: <BANK>
ABA No:
Account No:
Account Name: <Lessee Name>

(2) By wire transfer and pending receipt of original, executed Payment Schedule and related documents, on the morning of <Date>, the Investor is authorized by Lessee to transfer via wire the Issuance Costs (as defined below) to Lessor as follows:

Bank Name: Community Business Bank
ABA Number: 121144191
Account Number: 201008281
Account Name: Holman Capital Corporation

Holman Capital Corporation will confirm disbursement of funds to the Lessee's escrow account and then release all of the original documents held in trust to the investor and forward a copy to the Lessee. Upon conformation by Escrow Agent of the Lease Proceeds, Lessee will wire closing costs, legal fees and other amounts to the parties in accordance with the invoices attached hereto.

Sources and Uses of Funds:

Principal Amount of Lease	<\$0.00>
TOTAL SOURCES	<\$0.00>
Total Equipment Cost:	<\$0.00>
Issuance Costs:	\$ <_____,000.00>
TOTAL LEASE PROCEEDS	<\$0.00>

Attest:
<LESSEE NAME>

By: _____
Name: <Name>

Title: <Title>

City Council
AGENDA REPORT
Agenda Item #
9F

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Worksession
DATE: July 15th, 2019

OVERVIEW

Staff is requesting a worksession for Monday July 22nd, 2019 to discuss the 2020 Budget.

Recommended Motion:

Motion to schedule a worksession on Monday July 22nd, 2019 at City Hall at 5:30 p.m.



**Water and Sewer Monthly
Report – June 2019**

Public Works
4058 St. Francis Blvd. NW
St. Francis, MN 55070

TO Mayor & Council

JOB Water and Sewer Monthly Report

WATER AND SEWER	TASK	DESCRIPTION	QUANTITY	UNITS
Water	Inspect Facility Daily	Facility Inspection	16	Inspections
Water	Operational Hours	Hours spent at facility	32	Hours
Water	Calculate Influent and Effluent	Calculate gallons pumped for both influent and effluent.	Daily	Calculation
Water	Calculate Chemicals	Calculate treatment chemicals used daily.	Daily	Calculations
Water	Chemical Adjustment	Adjust chemicals based on lab testing results.	As Needed	Chemical Adjustments
Water	Daily Labs	Perform lab on chlorine, fluoride, orthophosphate, iron and manganese.	66	Labs
Water	Well House	Inspect daily, take readings, drawdowns, and pump runtimes.	Daily	Inspections
Water	Bacteria Samples	Take set of monthly bacteria samples.	5	Samples Per Set
Water	Water Treatment Report			
		Total Raw water	22.05	Million Gallons
		Total Finished water	21.32	Million Gallons
		Oak Grove water use	3.3	Million Gallons
		Average Daily Flow	.710	Million Gallons
		Average Chlorine	.49	Mg/l
		Average Raw Iron	1.12	Mg/l
		Average Raw Manganese	.09	Mg/l
		Average Fluoride	.79	Mg/l
		Iron Removal	98	%
		Manganese Removal	96	%
Wastewater	Wastewater Treatment Report			

Wastewater	Monthly Sampling	Perform required monthly sampling: 8 Influent 30 Constituents); 8 Effluent (40 Constituents:	70	Constituents
Wastewater	Operational Hours	Hours spent at facility.	160	Hours
Wastewater	Inspect Operations Building	Daily inspection of building.	16	Inspections
Wastewater	Inspect Pre-treatment Building	Daily inspection of building.	16	Inspections
Wastewater	Inspect Tertiary Building	Daily inspection of building.	16	Inspections
Wastewater	D.O Readings	Take Required D.O Readings.	30	D.O Readings
Wastewater	pH Readings	Take Required pH Readings.	30	pH Readings
Wastewater	Inspections	Inspect 8 lift stations daily and calculate pump runtimes.	128	Lift Station Inspections
Wastewater	Daily Lab	Process Control Test	80	Tests
	Wastewater Flows/Results			
		Discharge Point	Seelye Brook	
		Total Influent	9.6	Million Gallons
		Total Effluent	9.6	Million Gallons
		Reuse effluent	.755	Million Gallons
		Influent TSS	480	Mg/l
	<i>Limit: (15mg/l)</i>	Effluent TSS	1.4	Mg/l
	<i>Limit: (85 %)</i>	TSS % Removal	99.7	% Removal
		Influent CBOD	177	Mg/l
	<i>Limit: (15 mg/l)</i>	Effluent CBOD	0	Mg/l
	<i>Limit: (85 %)</i>	CBOD % Removal	100	% Removal
		Influent Phosphorus	4.9	Mg/l
	<i>Limit: (1 mg/l)</i>	Effluent Phosphorus	0	Mg/l
		Phosphorus % Removal	100	% Removal
		Influent Ammonia Nitrogen	25.1	Mg/l
	<i>Limit: (Seasonal) 8.2 mg/l</i>	Effluent Ammonia Nitrogen	.02	Mg/l
		Ammonia Nitrogen % Removal	99.9	% Removal
Water/ Sewer	Monthly Tasks			
Water/Sewer	Locates	Process Locate Requests	110	Utility Locate Requests
Water/Sewer	Meter Readings	Monthly Meter Readings for City Owned and Large Users	52	Monthly Readings
Water/Sewer	Water/Sewer Connections	Inspect Water and Sewer	5	Inspections

Water/Sewer	Water Miscellaneous	Work orders: re-reads, high	25	Work Orders
Re-reads	Re-read Meters	Re-read Meters	50	Meters
Water/Sewer	Monthly Projects			
Lift Stations	Yearly Maintenance	Check and change oil, inspect wear rings, wash down lift station, floats and transducers.	8	Lift Stations
Pioneer Days	Help with Pioneer Days	Assist with set up in the parks, move street signs and help with parade.	1	Week
WTP and Well House	Yearly Maintenance	Change oil on four high service pumps and three wells. Inspect packings.	7	Motors
Water	Hydrant Painting	Paint hydrants in District 2 that were faded, chipped and rusty.	48	Hydrants
Water	Locate Curb Stops	Locate all curb stops on 225 th and 226 th Ln.	87	Curb stops
Water	Sanitary Inspection	Minnesota department of health yearly inspection of water treatment facility, distribution system and well house.	4	Hours
PPWF	Generator Repair and Maintenance	Fuel check valve assembly failed. Replaced failed part. All fluids and batteries replaced.	6	Hours
WWTP	Rapid Mixer Maintenance	Oil change and inspect for wear.	1	Mixer
WWTP	HVAC Maintenance	Change and inspect filters for Makeup air units,	4	Units
Training	Portable Generator	All staff training on how to connect portable generator to lift stations	2	Hours
Training	Haz-Mat Training with Fire Department	Chemical Response Training	2	Hours
DL-6 Lift Station	Pulled pump	Pulled pumps due to ragging issue.	1	Pump

*Each time a lift station pump is pulled due to plugging, it is equal to two-man hours.

Public Works
4058 St. Francis Blvd. NW
St. Francis, MN 55070

TO Mayor & Council

JOB Streets and Parks Monthly Report

STREETS AND PARKS	TASK	DESCRIPTION	QUANTITY	
All Dept.	Building Maintenance	Light bulbs, toilets, sinks, etc.	26	Hours
Streets	Snowplowing	Plowing City Streets	0	Miles
Streets	Snowplowing	Plowing Cul-Da-Sacs	0	Cul-Da-Sacs
Streets	Snowplowing	Amount of Salt Applied to Roads	0	Tons
Streets/Parks	Snowplowing	Plowing Parking Lots	0	Number of Lots
Parks	Snowplowing	Trails/Sidewalks	0	Miles
Streets	Snowplowing	Amount of Granite Chips Applied to Roads	0	Tons
Streets	Grading	Grading City Roads	12.2	Miles
Parks	Park Inspections	Inspect equipment, buildings, and trees.	83	Inspections
Parks	Events	Preparation and Inspection	22	4 Warming House 16 Ball Games 2 Misc.
Parks	Fertilizing		0	Acres
Parks	Mowing	City Parks and Property	212	Acres
Streets	Signs	Signs Installed or Repaired	2	Number of Signs
Streets/Parks	Callouts	Response for service requests outside normal working hours.	4	4 Park
Streets/Parks Sewer/Water	Equipment Repair	Anything Beyond Normal Maintenance, Fabrication, etc.	4	Hours
Streets/Parks Sewer/Water	Equipment Maintenance	Greasing, Washing, etc.	34	Hours
Storm Water	Cleaning Catch Basins	Remove debris and ice from catch basins.	22	Number of Catch Basins
Storm Water	Street Sweeping	Sweeping of city streets and parking lots.	0	Yards
Streets/Storm Water	Shoulder Disking	Shoulder disking gravel roads, pulling gravel back on road.	0	Tons
Parks	Ball Fields	Dragging Ball Fields	32	Times
Parks	Trail Mowing	Mowing Along Walking Trails	48.6	Miles
Parks	Fountain	Clean Fountain at Woodbury Park	4	Times
Streets	Ditch Mowing	Mowing Along Roadway	176.6	Miles
Parks	Ice Rinks	Applying Water On Rinks	0	Gallons
Parks	Vandalism	Damage to City Property	12	Hours

Parks	Playground	Install Woodchips	0	Yards
Parks	Leaf Pick-up	Picking Up Leaves in Parks	0	Yards
Recycling	Meeting	With Anoka County	1	Meeting
Recycling	Event	LePage Recycling Event & Free Shred Event/Leaf Event	0	Events



St. Francis Police Department Quarterly Report

April – June 2019

To: City Council and City Administrator Joe Kohlmann
From Todd Schwieger, Chief of Police
Date: July 15, 2019

Police Department Second Quarter Report:

With summer here and the thermometer rising so are calls for service. Calls for service in the second quarter have increased over the 1st quarter by over 40%. Examples of call types officers observed an increase in were fraud reports, DWI's, suspicious activity calls and assaults while civil disputes, domestic situations, vehicle accidents and medicals decreased slightly. There was also a spike in citations issued in the 2nd quarter with most being traffic related.

Several officers have participated in TZD (Towards Zero Deaths) efforts in the 2nd quarter by working special enforcement shifts. This included distracted driving enforcement in April, seat belt enforcement in May and speed enforcement in June/July. All TZD enforcement shifts are reimbursed through the Office of Traffic Safety TZD Enforcement Grant Program.

Several speed sign locations throughout the city have been outfitted with solar battery boxes and solar panels to keep batteries charged for longer periods of time. This will save staff time in changing out batteries.

Upcoming events in the 3rd quarter include The Car Seat Clinic on July 11th and Night to Unite on August 6th. Department staff is excited to move through the second half of 2019 and will continue to stay committed to the community by providing professional police protection while upholding our core values of integrity, respect, courage and trust.



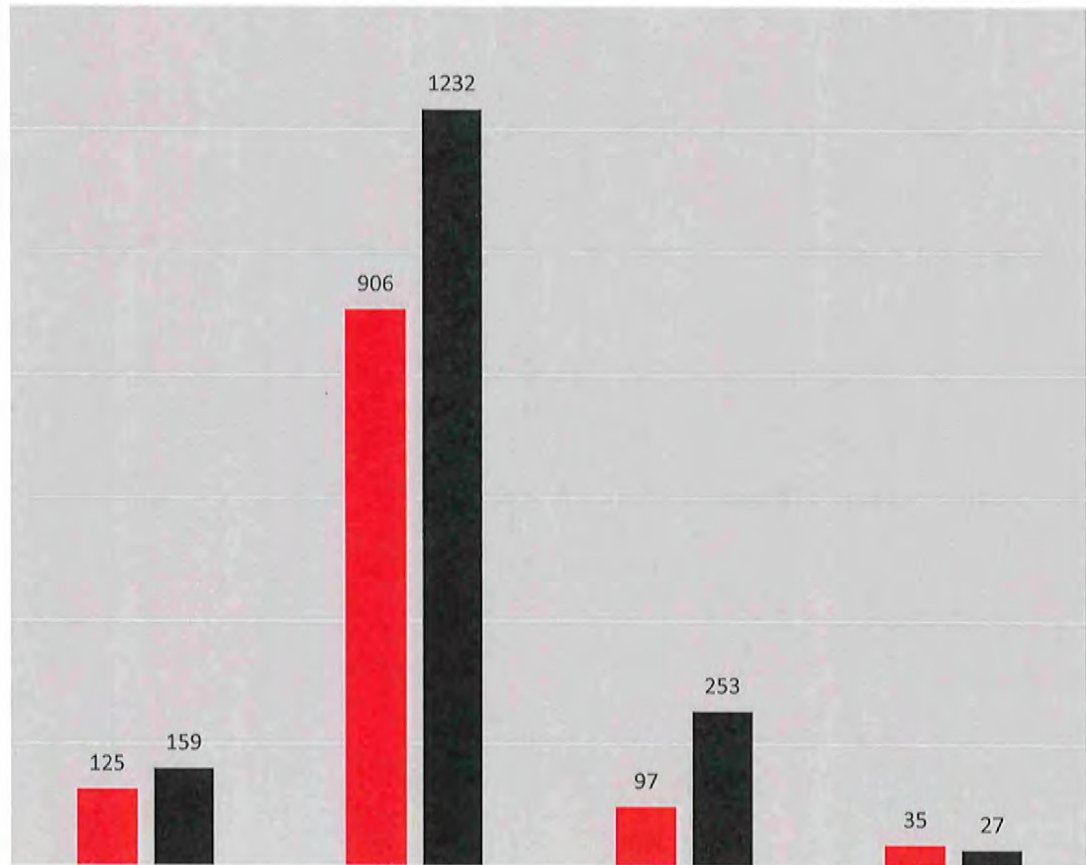
Six speed sign locations are in the process of being outfitted with solar panels to maintain the charge of the batteries. This will save an enormous amount of staff time that used to be spent changing out the batteries of the signs on almost a daily basis.

A new outdoor warning siren was installed in June on the city owned property of Edgewild Park. St Francis now has 3 outdoor warning sirens. The siren addition is just another way the City of St Francis is improving its warning and information capability. The expansion of outdoor warning sirens was also listed as a St Francis objective in the Anoka County All Hazards Mitigation Plan.



Offense Type	Description Examples	Number of Calls- 1 st Quarter 2019	Number of Calls-2 nd Quarter 2019
Part 1 and 2	Theft, Fraud, Damage to Property, Burglary, DWI, Assaults,	125	159
Part 3,4,5	Suspicious persons/activity, Vehicle lock outs, Animal complaints, Check welfare, Accidents, Alarms, Medical, Parking complaints, MV Complaints, Warrant arrests, Neighborhood Disputes, Extra Patrol requests.	906	1232
Investigations		35	27
Citations		97	253
<u>Total Calls For Service</u>		1163	1671

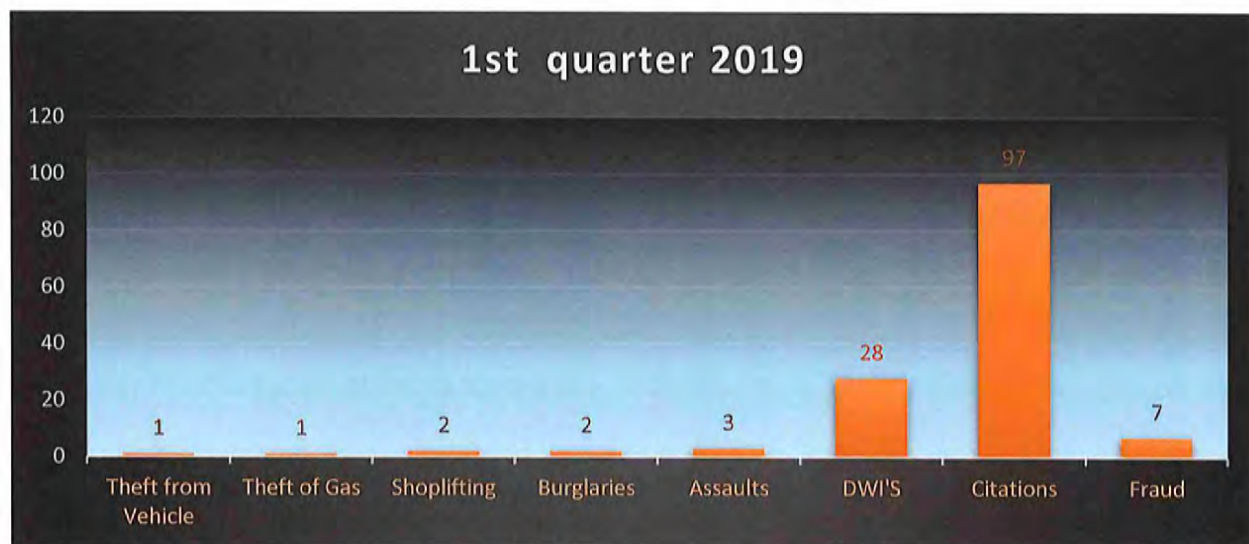
2019 Call comparisons for 1st & 2nd quarter



■ 1st quarter	Part 1&2	Part 3&4	Citations	Investigations
	125	906	97	35
■ 2nd quarter	159	1232	253	27

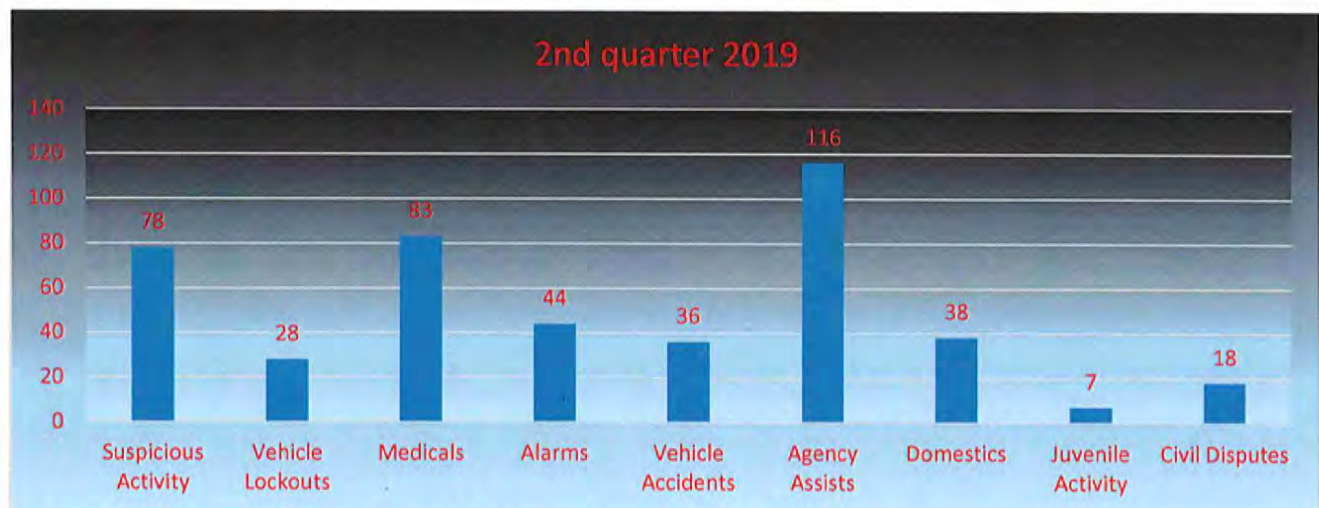
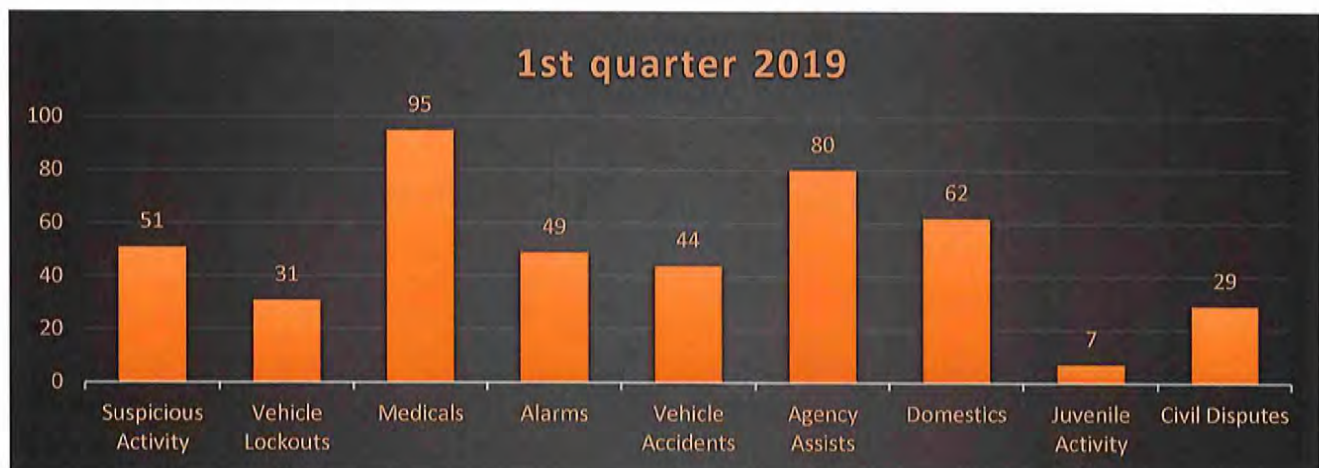
Calls for Service Breakdown Part 1 and 2 Offenses-2019

	1st Quarter	2nd Quarter
Thefts from Vehicle	1	2
Theft of Gas	1	5
Theft- Shoplifting	2	5
Burglaries	2	2
Assaults	3	4
DWIs	28	31
Citations	97	253
Fraud	7	14



Calls for Services Breakdown Part 3, 4, 5 Offenses- 2019

	2019- 1 st Quarter	2019 – 2 nd Quarter
Suspicious Activity	51	78
Vehicle lockouts	31	28
Medicals	95	83
Alarms	49	44
Vehicle Accidents	44	36
Agency Assists	80	116
Domestic situations	62	38
Juvenile Activity	7	7
Civil disputes/Landlord-tenant/Child Custody	29	18



EVENTS:

DOG CLINIC



BIKE RODEO

The 3rd annual Bike Rodeo was a huge success. The weather was great and the turnout was even better. A special thank you to St Francis reserve officers, First Baptist Church volunteers and Minneapolis Bike Cops for Kids for participating in this year's event.



DRUG TAKE BACK



The police department participated as a drop off location in April for National Prescription Drug Take Back Day with over 60 pounds of prescription drugs being collected. The prescription drug drop box in the police department lobby is also available to residents during business hours to drop off their unwanted prescription drugs.



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June 2019 to July 2019

			Check Amt	Invoice	Comment
10100 CASH					
Paid Chk#	000262E	6/30/2019	CAYAN		
E 609-49751-207	Credit Card Expenditures		\$3,253.85		LIQUOR CC FEE
E 609-49751-207	Credit Card Expenditures		\$39.90		LIQUOR CC
E 609-49751-207	Credit Card Expenditures		\$5.95		LIQUOR GIFT CARD
	Total CAYAN		\$3,299.70		
Paid Chk#	000262E	6/30/2019	CENTERPOINT ENERGY		
E 609-49750-383	Gas Utilities		\$101.16		LIQUOR
E 101-42210-383	Gas Utilities		\$233.35		FIRE
E 101-42210-383	Gas Utilities		\$19.14		FIRE GENERATOR
E 602-49490-383	Gas Utilities		\$15.00		WWTP
E 601-49440-383	Gas Utilities		\$41.46		PUBLIC WORKS (4020 ST FRANCIS)
E 602-49490-383	Gas Utilities		\$41.46		PUBLIC WORKS (4020 ST FRANCIS)
E 101-41940-383	Gas Utilities		\$21.36		CITY HALL #1
E 101-41940-383	Gas Utilities		\$21.36		CITY HALL #2
E 101-41940-383	Gas Utilities		\$36.34		CITY HALL #3
E 101-41940-383	Gas Utilities		\$19.14		CITY HALL #4
E 101-45200-383	Gas Utilities		\$76.89		WARMING HOUSE
E 602-49490-383	Gas Utilities		\$19.04		LIFT (23699 AMBASSADOR)
E 601-49440-383	Gas Utilities		\$547.70		WATER PLANT
E 601-49440-383	Gas Utilities		\$20.40		3911 233RD AVENUE
E 602-49490-383	Gas Utilities		\$637.35		WWTP
E 101-42110-383	Gas Utilities		\$406.87		POLICE/PW
E 101-43100-383	Gas Utilities		\$101.72		POLICE/PW
E 101-45200-383	Gas Utilities		\$101.72		POLICE/PW
E 601-49440-383	Gas Utilities		\$101.72		POLICE/PW
E 602-49490-383	Gas Utilities		\$101.70		POLICE/PW
	Total CENTERPOINT ENERGY		\$2,664.88		
Paid Chk#	000262E	6/30/2019	CONNEXUS ENERGY		
E 101-41940-381	Electric Utilities		\$85.92		SIGN
E 101-41940-381	Electric Utilities		\$282.69		CITY HALL
E 602-49490-381	Electric Utilities		\$759.91		LIFT STATIONS
E 101-45200-381	Electric Utilities		\$229.24		PARKS
E 601-49440-380	Electric-System		\$4,250.81		WATER
E 101-43100-386	Street Lighting		\$2,462.72		STREET LIGHTS
E 602-49490-381	Electric Utilities		\$7,274.33		WWTP
E 609-49750-381	Electric Utilities		\$855.89		LIQUOR STORE
E 101-42110-381	Electric Utilities		\$5.00		SIREN
E 101-42110-381	Electric Utilities		\$5.00		SIREN
E 101-42210-381	Electric Utilities		\$285.93		FIRE
E 101-43100-381	Electric Utilities		\$204.19		POLICE/PW
E 101-45200-381	Electric Utilities		\$204.19		POLICE/PW
E 601-49440-381	Electric Utilities		\$204.19		POLICE/PW
E 602-49490-381	Electric Utilities		\$204.20		POLICE/PW
E 101-42110-381	Electric Utilities		\$816.78		POLICE/PW
	Total CONNEXUS ENERGY		\$18,130.99		
Paid Chk#	000262E	6/30/2019	FLYTE HCM LLC		
G 101-21706	Flex Account		\$2,650.00		FLEX REIMBURSEMENT
	Total FLYTE HCM LLC		\$2,650.00		
Paid Chk#	000262E	6/30/2019	FWT		
G 101-21703	FICA Tax Withholding		\$8,113.38		PAYROLL 06-13-2019
G 101-21709	Medicare		\$2,976.54		PAYROLL 06-13-2019

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June 2019 to July 2019

			Check Amt	Invoice	Comment
G 101-21701	Federal Withholding		\$10,353.87		PAYROLL 06-13-2019
G 101-21703	FICA Tax Withholding		\$1,044.26		PAYROLL 06-18-19
G 101-21709	Medicare		\$351.42		PAYROLL 06-18-19
G 101-21701	Federal Withholding		\$28.33		PAYROLL 06-18-19
G 101-21703	FICA Tax Withholding		\$7,777.52		PAYROLL 06-27-2019
G 101-21709	Medicare		\$2,857.08		PAYROLL 06-27-2019
G 101-21701	Federal Withholding		\$9,596.69		PAYROLL 06-27-2019
Total FWT			\$43,099.09		
Paid Chk#	000262E	6/30/2019	HEALTH PARTNERS		
G 101-21708	Health Premium		\$21,656.87		JUNE INSURANCE
Total HEALTH PARTNERS			\$21,656.87		
Paid Chk#	000262E	6/30/2019	HSA CONTRIBUTION		
G 101-21714	Health Care Savings		\$754.50		PAYROLL 06-13-019
G 101-21714	Health Care Savings		\$754.50		PAYROLL
Total HSA CONTRIBUTION			\$1,509.00		
Paid Chk#	000262E	6/30/2019	ICMA		
G 101-21710	Deferred Comp		\$385.00		PAYROLL 06-13-2019
G 101-21710	Deferred Comp		\$385.00		PAYROLL 06-27-2019
Total ICMA			\$770.00		
Paid Chk#	000262E	6/30/2019	MASSACHUSETTS, STATE OF		
G 101-21716	Other Deductions		\$100.45		PAYROLL 06-18-2019
Total MASSACHUSETTS, STATE OF			\$100.45		
Paid Chk#	000262E	6/30/2019	MN DEPT OF REVENUE		
G 609-20810	Sales Tax Payable		\$20,478.00		MAY SALES TAX
G 601-20810	Sales Tax Payable		\$435.00		MAY SALES TAX
Total MN DEPT OF REVENUE			\$20,913.00		
Paid Chk#	000262E	6/30/2019	MN STATE RETIREMENT SYSTEM		
G 101-21714	Health Care Savings		\$793.86		PAYROLL 06-13-2019
G 101-21714	Health Care Savings		\$744.56		PAYROLL 06-27-2019
Total MN STATE RETIREMENT SYSTEM			\$1,538.42		
Paid Chk#	000262E	6/30/2019	PAYMENT SERVICE NETWORK		
E 601-49440-430	Bank Fees		\$328.20		CC FEES
Total PAYMENT SERVICE NETWORK			\$328.20		
Paid Chk#	000262E	6/30/2019	PERA		
G 101-21704	PERA		\$19,522.27		PAYROLL 06-13-2019
G 101-21704	PERA		\$971.12		PAYROLL 06-18-2019
G 101-21704	PERA		\$18,741.11		PAYROLL 06-27-2019
Total PERA			\$39,234.50		
Paid Chk#	000262E	6/30/2019	STATE OF ARIZONA		
G 101-21716	Other Deductions		\$242.08		PAYROLL 06-18-2019
Total STATE OF ARIZONA			\$242.08		
Paid Chk#	000262E	6/30/2019	STATE OF MINNESOTA		
G 101-21716	Other Deductions		\$240.11		PAYROLL 06-18-2019
Total STATE OF MINNESOTA			\$240.11		
Paid Chk#	000262E	6/30/2019	SWT		
G 101-21702	State Withholding		\$4,728.78		PAYROLL 06-13-2019

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June 2019 to July 2019

			Check Amt	Invoice	Comment
G 101-21702	State Withholding		\$39.05		PAYROLL 06-18-2019
G 101-21702	State Withholding		\$4,393.88		PAYROLL 06-27-2019
Total SWT			\$9,161.71		
Paid Chk#	000262E	6/30/2019	TASC		
E 101-41400-311	Contract		\$46.26		QTRLY BILLING-3RD
Total TASC			\$46.26		
Paid Chk#	000262E	6/30/2019	VILLAGE BANK		
E 601-49440-430	Bank Fees		\$4.00		NSF-ACCT #3527 LARSON
G 601-11500	Accounts Receivable		\$300.00		NSF-ACCT #3527 LARSON
R 603-37400	Storm Water Fees		\$60.00		RETURNED CK (MCDONALD)
E 101-41500-430	Bank Fees		\$4.00		RETURNED CK (MCDONALD)
E 101-41500-430	Bank Fees		\$33.00		STOP PAYMENT CK#76050
E 101-41500-430	Bank Fees		\$24.07		JUNE BANK FEES
E 601-49440-430	Bank Fees		\$24.07		JUNE BANK FEES
E 602-49490-430	Bank Fees		\$24.07		JUNE BANK FEES
E 609-49750-430	Bank Fees		\$24.09		JUNE BANK FEES
Total VILLAGE BANK			\$497.30		
Paid Chk#	000262E	6/30/2019	VOYA		
G 101-21710	Deferred Comp		\$1,550.00		PAYROLL 06-13-2019
G 101-21710	Deferred Comp		\$1,550.00		PAYROLL 06-27-2019
Total VOYA			\$3,100.00		
Paid Chk#	000263	6/10/2019	CASEY S GENERAL STORE		
E 101-42210-212	Motor Fuels		\$1,535.98		FUEL
E 101-43100-212	Motor Fuels		\$395.82		FUEL
E 101-45200-212	Motor Fuels		\$77.41		FUEL
E 601-49440-212	Motor Fuels		\$244.50		FUEL
E 602-49490-212	Motor Fuels		\$263.74		FUEL
E 101-43210-439	Recycling Days		\$26.75		RECYCLE DAYS
E 101-42210-212	Motor Fuels		(\$1,535.98)		FUEL
E 101-42110-212	Motor Fuels		\$1,535.98		FUEL
Total CASEY S GENERAL STORE			\$2,544.20		
Paid Chk#	000263E	6/10/2019	AMAZON.COM		
E 101-45200-217	Other Operating Supplies		\$64.26		BAGS
E 101-42110-401	Repairs/Maint Buildings		\$29.96		BATTERY
E 101-43100-401	Repairs/Maint Buildings		\$14.99		BULBS
E 101-45200-218	Equipment Repair & Maintenance		\$52.83		FILTERS
E 101-42110-237	Small Equipment		\$38.89		INVERTER
E 101-45200-218	Equipment Repair & Maintenance		\$38.49		MOWER PARTS
E 101-43210-441	Miscellaneous		\$74.96		POWER STRIP
E 601-49440-221	Vehicle Repair & Maintenance		\$695.58		SIDEBOX
E 602-49490-221	Vehicle Repair & Maintenance		\$707.65		SIDEBOX
E 101-42110-441	Miscellaneous		\$64.86		STENCILS
E 101-43210-441	Miscellaneous		\$32.13		STEPSTOOL
E 101-42210-217	Other Operating Supplies		\$16.90		SUPPLIES
E 101-43100-221	Vehicle Repair & Maintenance		\$62.16		SUPPLIES
E 101-45200-217	Other Operating Supplies		\$42.74		SUPPLIES
E 101-45200-417	Uniform Clothing & PPE		\$55.50		VESTS
E 101-43100-221	Vehicle Repair & Maintenance		\$40.30		WIPER BLADES
Total AMAZON.COM			\$2,032.20		
Paid Chk#	000263E	6/10/2019	CLIPPINGMAGIC.COM		

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June 2019 to July 2019

			Check Amt	Invoice	Comment
E 101-45200-433	Dues and Subscriptions		\$3.99		SUBSCRIPTION
	Total CLIPPINGMAGIC.COM		\$3.99		
Paid Chk# 000263E	6/10/2019	COUNTY MARKET - CITY ACCOUNT			
E 101-42110-212	Motor Fuels		\$1,032.07		FUEL
E 101-42400-212	Motor Fuels		\$80.85		FUEL
E 101-43100-212	Motor Fuels		\$804.53		FUEL
E 101-45200-212	Motor Fuels		\$125.14		FUEL
E 601-49440-212	Motor Fuels		\$155.97		FUEL
	Total COUNTY MARKET - CITY ACCOUNT		\$2,198.56		
Paid Chk# 000263E	6/10/2019	DRIVER & VEHICLE SERVICES			
E 101-42110-217	Other Operating Supplies		\$556.56		SQUADS
	Total DRIVER & VEHICLE SERVICES		\$556.56		
Paid Chk# 000263E	6/10/2019	FOOD N FUEL			
E 101-42210-212	Motor Fuels		\$44.65		FUEL
	Total FOOD N FUEL		\$44.65		
Paid Chk# 000263E	6/10/2019	INDUSTRIAL LADDER			
E 601-49440-221	Vehicle Repair & Maintenance		(\$609.51)		REFUND
E 602-49490-221	Vehicle Repair & Maintenance		(\$609.51)		REFUND
	Total INDUSTRIAL LADDER		(\$1,219.02)		
Paid Chk# 000263E	6/10/2019	MCFOA			
E 101-41400-433	Dues and Subscriptions		\$46.00		DUES-HELD
	Total MCFOA		\$46.00		
Paid Chk# 000263E	6/10/2019	MENARDS			
E 101-45200-217	Other Operating Supplies		\$48.66		MULCH
E 101-41940-401	Repairs/Maint Buildings		\$113.85		SUPPLIES
E 101-43100-217	Other Operating Supplies		\$56.27		SUPPLIES
E 101-45200-217	Other Operating Supplies		\$56.27		SUPPLIES
E 601-49440-217	Other Operating Supplies		\$56.27		SUPPLIES
E 101-42110-217	Other Operating Supplies		\$67.51		TOOLS
E 101-43100-217	Other Operating Supplies		\$67.51		TOOLS
E 101-45200-217	Other Operating Supplies		\$67.51		TOOLS
E 601-49440-217	Other Operating Supplies		\$67.51		TOOLS
E 602-49490-217	Other Operating Supplies		\$67.49		TOOLS
	Total MENARDS		\$668.85		
Paid Chk# 000263E	6/10/2019	MILLS FLEET FARM			
E 101-42210-217	Other Operating Supplies		\$22.49		SUPPLIES
	Total MILLS FLEET FARM		\$22.49		
Paid Chk# 000263E	6/10/2019	NATIONAL REGISTRY EMT			
E 101-42110-208	Training and Instruction		\$80.00		EMT-SCHROEDER
E 101-42110-208	Training and Instruction		(\$80.00)		EMT-SCHROEDER
E 101-42210-208	Training and Instruction		\$80.00		EMT-SCHROEDER
	Total NATIONAL REGISTRY EMT		\$80.00		
Paid Chk# 000263E	6/10/2019	OREILLY AUTO PARTS			
E 101-42210-221	Vehicle Repair & Maintenance		\$55.68		WIPER BLADE
E 602-49490-221	Vehicle Repair & Maintenance		\$53.54		WIPER BLADE
	Total OREILLY AUTO PARTS		\$109.22		
Paid Chk# 000263E	6/10/2019	POPP TELECOM			

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June 2019 to July 2019

			Check Amt	Invoice	Comment
E 609-49750-321	Telephone		\$53.43		TELEPHONE
	Total POPP TELECOM		\$53.43		
Paid Chk# 000263E	6/10/2019	POSTMASTER - ST. FRANCIS			
E 101-41400-322	Postage		\$104.05		POSTAGE
E 101-42110-322	Postage		\$50.00		POSTAGE
E 601-49440-322	Postage		\$4.39		POSTAGE
	Total POSTMASTER - ST. FRANCIS		\$158.44		
Paid Chk# 000263E	6/10/2019	PROFESSIONAL AFFORDALE CONTINU			
E 601-49440-208	Training and Instruction		\$44.00		LICENSE-REEDER
	tal PROFESSIONAL AFFORDALE CONTINU		\$44.00		
Paid Chk# 000263E	6/10/2019	RR PRODUCTS			
E 101-45200-218	Equipment Repair & Maintenance		\$233.99		MOWER PARTS
	Total RR PRODUCTS		\$233.99		
Paid Chk# 000263E	6/10/2019	SAFETY SIGNS			
E 602-49490-217	Other Operating Supplies		\$131.54		SIGNS
	Total SAFETY SIGNS		\$131.54		
Paid Chk# 000263E	6/10/2019	SAMS CLUB			
E 609-49751-254	Miscellaneous Merchandise		\$777.76		MISC
E 609-49750-210	Operating Supplies		\$27.48		OPERATING
	Total SAMS CLUB		\$805.24		
Paid Chk# 000263E	6/10/2019	SIRCHIE			
E 101-42110-237	Small Equipment		\$102.04		SUPPLIES
	Total SIRCHIE		\$102.04		
Paid Chk# 000263E	6/10/2019	SMARTSIGN			
E 101-43100-226	Sign Repair Materials		\$145.02		SIGNS
E 601-49440-221	Vehicle Repair & Maintenance		\$21.70		SIGNS
E 602-49490-221	Vehicle Repair & Maintenance		\$21.69		SIGNS
	Total SMARTSIGN		\$188.41		
Paid Chk# 000263E	6/10/2019	SPEEDWAY			
E 101-42110-212	Motor Fuels		\$177.35		FUEL
	Total SPEEDWAY		\$177.35		
Paid Chk# 000263E	6/10/2019	ST. FRANCIS TRUE VALUE HARDWAR			
E 601-49440-217	Other Operating Supplies		\$12.84		SUPPLIES
	otal ST. FRANCIS TRUE VALUE HARDWAR		\$12.84		
Paid Chk# 000263E	6/10/2019	STAMPS.COM			
E 101-41400-322	Postage		\$17.99		POSTAGE
E 101-42110-322	Postage		\$17.99		POSTAGE
	Total STAMPS.COM		\$35.98		
Paid Chk# 000263E	6/10/2019	SUBWAY			
E 101-43210-439	Recycling Days		\$78.18		RECYCLE DAYS
	Total SUBWAY		\$78.18		
Paid Chk# 000263E	6/10/2019	UPS STORE			
E 101-42110-322	Postage		\$42.86		POSTAGE
	Total UPS STORE		\$42.86		

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June 2019 to July 2019

			Check Amt	Invoice	Comment
Paid Chk#	000263E	6/10/2019	USABBLUEBOOK		
E 601-49440-229	Project Repair & Maintenance		\$105.94		GREASE
	Total USABBLUEBOOK		\$105.94		
Paid Chk#	000263E	6/10/2019	VERIZON WIRELESS		
E 101-42210-321	Telephone		\$210.06		PHONES
E 101-42110-321	Telephone		\$464.55		PHONES
E 602-49490-321	Telephone		\$59.99		PHONES
E 601-49440-321	Telephone		\$39.99		PHONES
	Total VERIZON WIRELESS		\$774.59		
Paid Chk#	000263E	6/10/2019	WORKBOOTS		
E 101-42110-437	Uniform Allowance		\$279.96		UNIFORMS-LARSON
	Total WORKBOOTS		\$279.96		
Paid Chk#	000266E	7/31/2019	BOND TRUST SERVICES		
E 602-47000-611	Bond Interest		\$17,440.63		2010A BONDS
E 601-47000-611	Bond Interest		\$9,620.43		2013A BONDS
E 602-47000-611	Bond Interest		\$11,758.32		2013A BONDS
E 602-47000-611	Bond Interest		\$7,830.00		2015A BONDS
E 327-47000-610	Interest		\$2,350.00		2015A BONDS
E 601-47000-611	Bond Interest		\$2,976.56		2016A BONDS
E 602-47000-611	Bond Interest		\$20,123.44		2016A BONDS
E 330-47000-611	Bond Interest		\$92,765.63		2017A BONDS
	Total BOND TRUST SERVICES		\$164,865.01		
Paid Chk#	076114	7/10/2019	ANOKA COUNTY		
E 101-41400-441	Miscellaneous		\$46.00		RECORD CUP INPATIENT
	Total ANOKA COUNTY		\$46.00		
Paid Chk#	076115	7/16/2019	ACE SOLID WASTE, INC.		
E 101-43210-384	Refuse/Garbage Disposal		\$58.45	5047008	GARBAGE
E 101-42210-384	Refuse/Garbage Disposal		\$61.41	5047008	GARBAGE
E 609-49750-384	Refuse/Garbage Disposal		\$191.23	5047008	GARBAGE
E 601-49440-384	Refuse/Garbage Disposal		\$72.72	5047008	GARBAGE
E 602-49490-384	Refuse/Garbage Disposal		\$72.72	5047008	GARBAGE
E 101-43100-384	Refuse/Garbage Disposal		\$23.13	5047008	GARBAGE
E 101-45200-384	Refuse/Garbage Disposal		\$23.15	5047008	GARBAGE
E 601-49440-384	Refuse/Garbage Disposal		\$23.15	5047008	GARBAGE
E 602-49490-384	Refuse/Garbage Disposal		\$23.15	5047008	GARBAGE
E 101-42110-384	Refuse/Garbage Disposal		\$92.59	5047008	GARBAGE
E 101-43100-384	Refuse/Garbage Disposal		\$57.88	5047008	GARBAGE
E 101-45200-384	Refuse/Garbage Disposal		\$57.88	5047008	GARBAGE
	Total ACE SOLID WASTE, INC.		\$757.46		
Paid Chk#	076116	7/16/2019	AFFOLTER, PATRICIA L		
G 601-22200	Deferred Revenues		\$248.38		REF ACCT #1913
	Total AFFOLTER, PATRICIA L		\$248.38		
Paid Chk#	076117	7/16/2019	AIRGAS NORTH CENTRAL		
E 101-43100-217	Other Operating Supplies		\$12.65	9962882273	RENTAL
E 101-43210-217	Other Operating Supplies		\$12.65	9962882273	RENTAL
E 101-45200-217	Other Operating Supplies		\$12.65	9962882273	RENTAL
E 601-49440-217	Other Operating Supplies		\$12.65	9962882273	RENTAL
E 602-49490-217	Other Operating Supplies		\$12.65	9962882273	RENTAL

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Total AIRGAS NORTH CENTRAL		\$63.25		
Paid Chk# 076118	7/16/2019	ALL TRAFFIC SOLUTIONS		
E 101-49200-441	Miscellaneous	(\$1,719.00)	CM0008	SOLAR PANEL CREDIT
E 402-42110-580	C-O-L Other Equipment	\$3,000.00	SIN023029	EQUIPMENT
E 101-49200-441	Miscellaneous	\$4,144.00	SIN023124	SOLAR PANEL
E 402-42110-580	C-O-L Other Equipment	\$650.00	SIN023241	SOLAR FOR SIGNS
Total ALL TRAFFIC SOLUTIONS		\$6,075.00		
Paid Chk# 076119	7/16/2019	ANOKA COUNTY		
E 101-41400-441	Miscellaneous	\$46.00		RECORD MEADOWS
Total ANOKA COUNTY		\$46.00		
Paid Chk# 076120	7/16/2019	ANOKA COUNTY ATTORNEYS OFFICE		
E 208-42110-441	Miscellaneous	\$286.80	.0719	ICR# 17-216415
Total ANOKA COUNTY ATTORNEYS OFFICE		\$286.80		
Paid Chk# 076121	7/16/2019	ARK TOWING AND RECOVERY		
E 101-42110-441	Miscellaneous	\$124.00	90594	2015 GOLF CART
Total ARK TOWING AND RECOVERY		\$124.00		
Paid Chk# 076122	7/16/2019	ASPEN MILLS		
E 101-42110-437	Uniform Allowance	\$149.85	239067	UNIFORM - ROBERTS
Total ASPEN MILLS		\$149.85		
Paid Chk# 076123	7/16/2019	AXON ENTERPRISE, INC		
E 101-42110-237	Small Equipment	\$197.22	SI-1597390	ANNUAL ASSURANCE PLAN
Total AXON ENTERPRISE, INC		\$197.22		
Paid Chk# 076124	7/16/2019	BAER, MARK & MICHELLE		
G 601-22200	Deferred Revenues	\$269.73		REF ACCT #4562
Total BAER, MARK & MICHELLE		\$269.73		
Paid Chk# 076125	7/16/2019	BALDWIN, PENNY		
G 601-22200	Deferred Revenues	\$61.05		REF ACCT# 2647
Total BALDWIN, PENNY		\$61.05		
Paid Chk# 076126	7/16/2019	BANYON DATA SYSTEMS, INC		
E 101-41540-301	Auditing and Acct g Services	\$1,071.00	00159041	FUND, PAYROLL, FA SUPPORT
E 601-49440-301	Auditing and Acct g Services	\$178.50	00159041	FUND, PAYROLL, FA SUPPORT
E 602-49490-301	Auditing and Acct g Services	\$178.50	00159041	FUND, PAYROLL, FA SUPPORT
E 609-49750-301	Auditing and Acct g Services	\$357.00	00159041	FUND, PAYROLL, FA SUPPORT
E 101-41540-301	Auditing and Acct g Services	\$357.00	00159061	PAYROLL RETIREMENT MODULE
E 601-49440-301	Auditing and Acct g Services	\$59.50	00159061	PAYROLL RETIREMENT MODULE
E 602-49490-301	Auditing and Acct g Services	\$59.50	00159061	PAYROLL RETIREMENT MODULE
E 609-49750-301	Auditing and Acct g Services	\$119.00	00159061	PAYROLL RETIREMENT MODULE
Total BANYON DATA SYSTEMS, INC		\$2,380.00		
Paid Chk# 076127	7/16/2019	BERNICK COMPANIES, THE		
E 609-49751-254	Miscellaneous Merchandise	\$20.00	513441	MISC
E 609-49751-252	Beer For Resale	\$166.40	513442	BEER
E 609-49751-252	Beer For Resale	\$149.60	515094	BEER
Total BERNICK COMPANIES, THE		\$336.00		
Paid Chk# 076128	7/16/2019	BGS (BARNA GUZY)		
E 101-41600-312	Criminal Legal Fees	\$5,000.00	204269	PROSECUTION
G 803-22043	Esc-Laketown Homes	\$1,372.00	204460	ESC-LAKETOWN HOMES

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E 101-41600-304	Civil Legal Fees	\$26.00	204510	RUM RIVER BLUFFS MUNICIPAL
E 101-41600-304	Civil Legal Fees	\$98.00	204511	CENTURYLINK BUILDING LEASE
E 101-41600-304	Civil Legal Fees	\$1,264.00	204512	WORKES COMP
E 101-41600-304	Civil Legal Fees	\$1,900.00	204519	MUNICIPAL
E 101-41600-304	Civil Legal Fees	\$28.00	204520	GENERAL LABOR
E 101-41600-304	Civil Legal Fees	\$351.00	204521	ECONOMIC DEVELOPMENT AUTHORITY
E 101-41600-304	Civil Legal Fees	\$3,122.00	204522	COMMUNITY DEVELOPMENT
E 101-41600-304	Civil Legal Fees	\$6,384.00	204523	MEADOWS OF ST. FRANCIS
E 101-41600-304	Civil Legal Fees	\$4,762.00	204524	MISC - NON RETAINER
E 101-41600-304	Civil Legal Fees	\$56.00	204557	MISC FORFEITURES
Total BGS (BARNA GUZY)		\$24,363.00		
Paid Chk# 076129	7/16/2019	BISHOP, BRIAN		
G 601-22200	Deferred Revenues	\$232.42		REF ACCT #3926
Total BISHOP, BRIAN		\$232.42		
Paid Chk# 076130	7/16/2019	BODIN, KOHL		
G 601-22200	Deferred Revenues	\$269.36		REF ACCT #4725
Total BODIN, KOHL		\$269.36		
Paid Chk# 076131	7/16/2019	BOND TRUST SERVICES		
E 602-47000-620	Fiscal Agent s Fees	\$475.00	50957	2010A BONDS
Total BOND TRUST SERVICES		\$475.00		
Paid Chk# 076132	7/16/2019	BREAKTHRU BEVERAGE		
E 609-49751-206	Freight and Fuel Charges	\$87.59	1080991809	FREIGHT
E 609-49751-251	Liquor For Resale	\$5,212.18	1080991809	LIQUOR
E 609-49751-253	Wine For Resale	\$256.00	1080991809	WINE
E 609-49751-254	Miscellaneous Merchandise	\$63.00	1080991809	MISC.
E 609-49751-206	Freight and Fuel Charges	\$23.38	1080995076	FREIGHT
E 609-49751-251	Liquor For Resale	\$1,657.90	1080995076	LIQUOR
E 609-49751-253	Wine For Resale	\$129.99	1080995076	WINE
E 609-49751-251	Liquor For Resale	(\$1.33)	2080239818	LIQUOR
E 609-49751-253	Wine For Resale	(\$32.74)	2080239818	WINE
Total BREAKTHRU BEVERAGE		\$7,395.97		
Paid Chk# 076133	7/16/2019	BROTHERS FIRE PROTECTION CO		
E 601-49440-401	Repairs/Maint Buildings	\$70.00	30323	ANNUAL ALARM
E 101-43100-401	Repairs/Maint Buildings	\$70.00	30323	ANNUAL ALARM
E 101-45200-401	Repairs/Maint Buildings	\$70.00	30323	ANNUAL ALARM
E 602-49490-401	Repairs/Maint Buildings	\$70.00	30323	ANNUAL ALARM
E 101-42110-401	Repairs/Maint Buildings	\$70.00	30323	ANNUAL ALARM
E 601-49440-401	Repairs/Maint Buildings	\$35.00	30353	ANNUAL SPRINKLER
E 101-43100-401	Repairs/Maint Buildings	\$35.00	30353	ANNUAL SPRINKLER
E 101-45200-401	Repairs/Maint Buildings	\$35.00	30353	ANNUAL SPRINKLER
E 602-49490-401	Repairs/Maint Buildings	\$35.00	30353	ANNUAL SPRINKLER
E 101-42110-401	Repairs/Maint Buildings	\$35.00	30353	ANNUAL SPRINKLER
Total BROTHERS FIRE PROTECTION CO		\$525.00		
Paid Chk# 076134	7/16/2019	CARVER PHOTO		
E 101-42110-217	Other Operating Supplies	\$500.00	201905-001	PERSONNEL PHOTOS
Total CARVER PHOTO		\$500.00		
Paid Chk# 076135	7/16/2019	CINTAS		
E 609-49750-219	Rug Maintenance	\$11.26	4024530324	RUG MAINTENANCE
E 601-49440-311	Contract	\$9.62	4025064618	JANITORIAL SERVICES

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E 602-49490-311	Contract	\$9.62	4025064618	JANITORIAL SERVICES
E 101-43100-311	Contract	\$9.62	4025064618	JANITORIAL SERVICES
E 101-45200-311	Contract	\$9.62	4025064618	JANITORIAL SERVICES
E 101-42110-311	Contract	\$9.60	4025064618	JANITORIAL SERVICES
E 601-49440-417	Uniform Clothing & PPE	\$5.32	4025064721	UNIFORMS
E 602-49490-417	Uniform Clothing & PPE	\$5.32	4025064721	UNIFORMS
E 101-41940-219	Rug Maintenance	\$16.16	4025465367	RUG MAINTAINENCE
E 609-49750-219	Rug Maintenance	\$11.26	4025465376	RUG MAINTENANCE
Total CINTAS		\$97.40		
Paid Chk# 076136	7/16/2019	COUNTY MARKET - CITY ACCOUNT		
E 101-42210-212	Motor Fuels	\$270.79	.0719	FUEL
Total COUNTY MARKET - CITY ACCOUNT		\$270.79		
Paid Chk# 076137	7/16/2019	CRYSTAL SPRINGS ICE		
E 609-49751-254	Miscellaneous Merchandise	\$74.52	002.B006788	MISC
E 609-49751-254	Miscellaneous Merchandise	\$180.63	002.B006839	MISC
E 609-49751-254	Miscellaneous Merchandise	\$165.78	002.B006898	MISC
E 609-49751-254	Miscellaneous Merchandise	\$169.96	002.B007005	MISC
E 609-49751-254	Miscellaneous Merchandise	\$79.92	002.B007027	MISC
E 609-49751-254	Miscellaneous Merchandise	\$115.02	002B.006947	MISC
Total CRYSTAL SPRINGS ICE		\$785.83		
Paid Chk# 076138	7/16/2019	DAHLHEIMER DIST. CO. INC.		
E 609-49751-252	Beer For Resale	\$12,002.50	129-0725	BEER
E 609-49751-254	Miscellaneous Merchandise	\$310.00	129-0725	MISC
E 609-49751-255	N/A Products	\$18.40	129-0725	N/A
E 609-49751-252	Beer For Resale	\$17,551.10	129-0805	BEER
Total DAHLHEIMER DIST. CO. INC.		\$29,882.00		
Paid Chk# 076139	7/16/2019	DELL MARKETING L.P.		
E 402-43100-570	C-O-L Office Equip & Misc.	\$1,445.10	10321769693	COMPUTERS
Total DELL MARKETING L.P.		\$1,445.10		
Paid Chk# 076140	7/16/2019	DEPT OF EMPLOYMENT AND		
E 101-42210-441	Miscellaneous	\$13.37	.0719	2ND QTR UNEMPLOYMENT
E 101-41910-441	Miscellaneous	\$2,619.74	.0719	2ND QTR UNEMPLOYMENT
Total DEPT OF EMPLOYMENT AND		\$2,633.11		
Paid Chk# 076141	7/16/2019	DEX MEDIA EAST LLC		
E 609-49750-340	Advertising	\$80.00	.0719	ADVERTISING
Total DEX MEDIA EAST LLC		\$80.00		
Paid Chk# 076142	7/16/2019	ECM PUBLISHERS, INC.		
E 101-41400-351	Legal Notices Publishing	\$779.38	706734	2018 FINANCIAL STATEMENTS
E 101-41400-351	Legal Notices Publishing	\$403.13	706735	2018 FINANCIAL STATEMENTS
E 101-41400-351	Legal Notices Publishing	\$37.63	706736	AMEND ORD. CHP 10 ZONING
Total ECM PUBLISHERS, INC.		\$1,220.14		
Paid Chk# 076143	7/16/2019	ED FIELD & SONS, INC		
G 601-22200	Deferred Revenues	\$222.04		REF ACCT #5578
Total ED FIELD & SONS, INC		\$222.04		
Paid Chk# 076144	7/16/2019	EHLERS & ASSOCIATES		
E 101-41540-301	Auditing and Acct g Services	\$3,875.00	80600	DISCLOSURE FEES
Total EHLERS & ASSOCIATES		\$3,875.00		

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			Check Amt	Invoice	Comment
Paid Chk#	076145	7/16/2019	EMERGENCY AUTOMOTIVE TECH. INC		
E 101-42110-218	Equipment Repair & Maintenance		\$642.00	SVC27335	PRINTER
Total	EMERGENCY AUTOMOTIVE TECH. INC		\$642.00		
Paid Chk#	076146	7/16/2019	FINANCE AND COMMERCE		
E 602-49490-352	General Notices and Pub Info		\$99.70	744327184	BID ADVERTISEMENT
Total	FINANCE AND COMMERCE		\$99.70		
Paid Chk#	076147	7/16/2019	FLYTE HCM LLC		
E 101-41540-301	Auditing and Acct g Services		\$39.00	43112	JULY ADMIN FEES
Total	FLYTE HCM LLC		\$39.00		
Paid Chk#	076148	7/16/2019	FROH, JOYCE		
G 601-22200	Deferred Revenues		\$111.14		REF ACCT # 4287
Total	FROH, JOYCE		\$111.14		
Paid Chk#	076149	7/16/2019	GOPHER STATE ONE-CALL		
E 602-49490-442	Gopher State		\$64.12	9060759	TICKETS
E 601-49440-442	Gopher State		\$64.13	9060759	TICKETS
Total	GOPHER STATE ONE-CALL		\$128.25		
Paid Chk#	076150	7/16/2019	GRANITE CITY JOBBING CO.		
E 609-49751-206	Freight and Fuel Charges		\$4.25	143371	FREIGHT
E 609-49751-254	Miscellaneous Merchandise		\$61.02	143371	MISC
E 609-49751-256	Tobacco Products For Resale		\$2,572.21	143371	TOBACCO
Total	GRANITE CITY JOBBING CO.		\$2,637.48		
Paid Chk#	076151	7/16/2019	GREEN LIGHTS RECYCLING, INC.		
E 101-43210-439	Recycling Days		\$832.40	19-2349	BATTERIES
Total	GREEN LIGHTS RECYCLING, INC.		\$832.40		
Paid Chk#	076152	7/16/2019	HERMANN, KATE		
G 601-22200	Deferred Revenues		\$54.67		REF ACCT #3980
Total	HERMANN, KATE		\$54.67		
Paid Chk#	076153	7/16/2019	HOANG, TIEN & VALERIE		
G 601-22200	Deferred Revenues		\$216.44		REF ACCT #3836
Total	HOANG, TIEN & VALERIE		\$216.44		
Paid Chk#	076154	7/16/2019	HOEFER, NATHAN A		
G 601-22200	Deferred Revenues		\$130.88		REF ACCT #2298
Total	HOEFER, NATHAN A		\$130.88		
Paid Chk#	076155	7/16/2019	INNOVATIVE OFFICE SOLUTIONS, L		
E 101-41400-200	Office Supplies		\$194.95	IN2576037	OFFICE SUPPLIES
Total	INNOVATIVE OFFICE SOLUTIONS, L		\$194.95		
Paid Chk#	076156	7/16/2019	INTERNAT L INST OF MUNI CLERKS		
E 101-41400-433	Dues and Subscriptions		\$170.00	4767-19	ANNUAL MEMBERSHIP FEE
Total	INTERNAT L INST OF MUNI CLERKS		\$170.00		
Paid Chk#	076157	7/16/2019	JOHNSON BROS WHLSE LIQUOR		
E 609-49751-206	Freight and Fuel Charges		\$183.69	1323705	FREIGHT
E 609-49751-251	Liquor For Resale		\$7,557.15	1323705	LIQUOR
E 609-49751-206	Freight and Fuel Charges		\$9.42	1323706	FREIGHT
E 609-49751-253	Wine For Resale		\$353.50	1323706	WINE
E 609-49751-206	Freight and Fuel Charges		\$6.28	1328858	FREIGHT

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E 609-49751-251	Liquor For Resale		\$572.95	1328858	LIQUOR
E 609-49751-206	Freight and Fuel Charges		\$18.84	1328859	FREIGHT
E 609-49751-253	Wine For Resale		\$762.75	1328859	WINE
E 609-49751-251	Liquor For Resale		(\$21.64)	551479	LIQUOR
E 609-49751-253	Wine For Resale		(\$7.51)	551479	WINE
E 609-49751-251	Liquor For Resale		(\$53.24)	551480	LIQUOR
E 609-49751-253	Wine For Resale		(\$27.45)	551480	WINE
Total	JOHNSON BROS WHLSE LIQUOR		\$9,354.74		
Paid Chk# 076158	7/16/2019	JOHNSON, CAROL A			
G 601-22200	Deferred Revenues		\$97.29		REF ACCT #2177
Total	JOHNSON, CAROL A		\$97.29		
Paid Chk# 076159	7/16/2019	JOHNSON, TRAVIS M			
G 601-22200	Deferred Revenues		\$36.85		REF ACCT #2142
Total	JOHNSON, TRAVIS M		\$36.85		
Paid Chk# 076160	7/16/2019	JONES, DALE A			
G 601-22200	Deferred Revenues		\$84.09		REF ACCT #1676
Total	JONES, DALE A		\$84.09		
Paid Chk# 076161	7/16/2019	KNUTSON, GREGORY & YVONNE			
G 601-22200	Deferred Revenues		\$16.28		REF ACCT #4362
Total	KNUTSON, GREGORY & YVONNE		\$16.28		
Paid Chk# 076162	7/16/2019	LMC INSURANCE TRUST			
E 609-49750-160	Work Comp Insurance		\$637.31	14521	WC DEDUCTIBLE
Total	LMC INSURANCE TRUST		\$637.31		
Paid Chk# 076163	7/16/2019	LUPULIN BREWING			
E 609-49751-252	Beer For Resale		\$176.00	21989	BEER
Total	LUPULIN BREWING		\$176.00		
Paid Chk# 076164	7/16/2019	MCDONALD DIST CO.			
E 609-49751-252	Beer For Resale		\$4,008.70	496147	BEER
E 609-49751-255	N/A Products		\$21.40	496147	N/A
E 609-49751-252	Beer For Resale		\$10,511.90	497212	BEER
E 609-49751-255	N/A Products		\$23.30	497212	N/A
E 609-49751-252	Beer For Resale		(\$426.25)	497267	BEER
Total	MCDONALD DIST CO.		\$14,139.05		
Paid Chk# 076165	7/16/2019	MEDTOX LABORATORIES, INC.			
E 101-43100-441	Miscellaneous		\$21.06	06201995907	MED TESTING
E 101-45200-441	Miscellaneous		\$21.06	06201995907	MED TESTING
E 601-49440-441	Miscellaneous		\$21.06	06201995907	MED TESTING
E 602-49490-441	Miscellaneous		\$21.07	06201995907	MED TESTING
Total	MEDTOX LABORATORIES, INC.		\$84.25		
Paid Chk# 076166	7/16/2019	MIDCONTINENT COMMUNICATIONS			
E 609-49750-321	Telephone		\$150.00	133313001104	LIQUOR STORE
E 101-43100-321	Telephone		\$17.15	133327101104	PUBLIC WORKS
E 101-42110-321	Telephone		\$17.14	133327101104	POLICE
E 601-49440-321	Telephone		\$150.00	133348601104	WATER
Total	MIDCONTINENT COMMUNICATIONS		\$334.29		
Paid Chk# 076167	7/16/2019	MN COMMERCIAL ASSOC OF REAL ES			
E 101-41910-318	Economic Development		\$1,100.00	2019 EXPO	EXPO BOOTH

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			Check Amt	Invoice	Comment
total MN COMMERCIAL ASSOC OF REAL ES			\$1,100.00		
Paid Chk#	076168	7/16/2019	MN MUNICIPAL UTILITIES ASSOC.		
E 101-41400-311	Contract		\$510.00	53593	SAFETY MGMT JUL,AUG,SEP
E 101-42110-311	Contract		\$510.00	53593	SAFETY MGMT JUL,AUG,SEP
E 101-42210-311	Contract		\$510.00	53593	SAFETY MGMT JUL,AUG,SEP
E 101-43100-311	Contract		\$765.00	53593	SAFETY MGMT JUL,AUG,SEP
E 101-45200-311	Contract		\$765.00	53593	SAFETY MGMT JUL,AUG,SEP
E 601-49440-311	Contract		\$765.00	53593	SAFETY MGMT JUL,AUG,SEP
E 602-49490-311	Contract		\$765.00	53593	SAFETY MGMT JUL,AUG,SEP
E 609-49750-311	Contract		\$510.00	53593	SAFETY MGMT JUL,AUG,SEP
Total MN MUNICIPAL UTILITIES ASSOC.			\$5,100.00		
Paid Chk#	076169	7/16/2019	M-R SIGN COMPANY, INC.		
E 101-43100-226	Sign Repair Materials		(\$340.00)	204482	CREDIT
E 101-43100-226	Sign Repair Materials		\$1,232.22	204688	SIGN
E 101-43100-226	Sign Repair Materials		\$177.08	204689	SIGN
Total M-R SIGN COMPANY, INC.			\$1,069.30		
Paid Chk#	076170	7/16/2019	NIESSEN CONSTRUCTION LLC		
E 101-42210-401	Repairs/Maint Buildings		\$828.00	.0719	PAINT & PATCH
Total NIESSEN CONSTRUCTION LLC			\$828.00		
Paid Chk#	076171	7/16/2019	NORTH ANOKA PLUMBING		
E 101-45200-229	Project Repair & Maintenance		\$4,485.00	2019-410	DRINKING FOUNTAIN
Total NORTH ANOKA PLUMBING			\$4,485.00		
Paid Chk#	076172	7/16/2019	NOVAK-FLECK, INC.		
G 803-22000	Deposits		\$6,200.00		ESC REF - 23588 QUAY ST
Total NOVAK-FLECK, INC.			\$6,200.00		
Paid Chk#	076173	7/16/2019	OPUS 21		
E 601-49440-382	Utility Billing		\$2,602.19	190553	MAY 2019
E 602-49490-382	Utility Billing		\$2,602.19	190553	MAY 2019
E 601-49440-382	Utility Billing		\$1,246.40	190609	JUNE 2019
E 602-49490-382	Utility Billing		\$1,246.41	190609	JUNE 2019
Total OPUS 21			\$7,697.19		
Paid Chk#	076174	7/16/2019	PACE ANALYTICAL SERVICES		
E 602-49490-313	Sample Testing		\$138.00	1912007622	TESTING
E 602-49490-313	Sample Testing		\$155.00	1912007623	TESTING
E 602-49490-313	Sample Testing		\$138.00	1912007854	TESTING
E 602-49490-313	Sample Testing		\$124.50	1912007857	TESTING
E 602-49490-313	Sample Testing		\$120.00	1912007966	TESTING
E 602-49490-313	Sample Testing		\$139.50	1912007979	TESTING
Total PACE ANALYTICAL SERVICES			\$815.00		
Paid Chk#	076175	7/16/2019	PAUL EMMERICH CONSTRUCTION		
G 803-22000	Deposits		\$3,800.00		ESC REF - 3588 235TH LANE
G 803-22000	Deposits		\$5,600.00	.0719	ESC REF 23600 QUAY STREET NE
Total PAUL EMMERICH CONSTRUCTION			\$9,400.00		
Paid Chk#	076176	7/16/2019	PECKELS, AMANDA& WEINAMD, TY		
G 601-22200	Deferred Revenues		\$177.73		REF ACCT #3996
Total PECKELS, AMANDA& WEINAMD, TY			\$177.73		
Paid Chk#	076177	7/16/2019	PHILLIPS WINE & SPIRITS CO.		

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		Check Amt	Invoice	Comment
E 609-49751-206	Freight and Fuel Charges	\$49.46	2578380	FREIGHT
E 609-49751-251	Liquor For Resale	\$4,709.85	2578380	LIQUOR
E 609-49751-206	Freight and Fuel Charges	\$15.70	2578381	FREIGHT
E 609-49751-253	Wine For Resale	\$451.50	2578381	WINE
E 609-49751-206	Freight and Fuel Charges	\$16.49	2581916	FREIGHT
E 609-49751-251	Liquor For Resale	\$1,962.00	2581916	LIQUOR
E 609-49751-206	Freight and Fuel Charges	\$3.14	2581917	FREIGHT
E 609-49751-253	Wine For Resale	\$96.00	2581917	WINE
E 609-49751-206	Freight and Fuel Charges	\$3.14	2581918	FREIGHT
E 609-49751-254	Miscellaneous Merchandise	\$96.00	2581918	MISC
E 609-49751-251	Liquor For Resale	(\$49.88)	334626	LIQUOR
E 609-49751-253	Wine For Resale	(\$9.34)	334626	WINE
E 609-49751-254	Miscellaneous Merchandise	(\$16.08)	334627	MISC
E 609-49751-251	Liquor For Resale	(\$30.13)	334627	LIQUOR
Total PHILLIPS WINE & SPIRITS CO.		\$7,297.85		
Paid Chk# 076178	7/16/2019	POHL, MICHAEL		
G 601-22200	Deferred Revenues	\$24.04		REF ACCT #4973
Total POHL, MICHAEL		\$24.04		
Paid Chk# 076179	7/16/2019	Q3 CONTRACTING		
E 101-45200-319	Events	\$2,410.00	TMN2410789	PIONEER DAYS TC
Total Q3 CONTRACTING		\$2,410.00		
Paid Chk# 076180	7/16/2019	QUILL CORPORATION		
E 101-41400-200	Office Supplies	\$29.99	8183726	POST-ITS
E 101-41400-200	Office Supplies	\$11.29	8234170	STAMP
E 101-41400-200	Office Supplies	\$14.79	8262619	NAME PLATE
Total QUILL CORPORATION		\$56.07		
Paid Chk# 076181	7/16/2019	ROBERTS, TYLER		
G 601-22200	Deferred Revenues	\$162.84		REF ACCT # 5325
Total ROBERTS, TYLER		\$162.84		
Paid Chk# 076182	7/16/2019	ROSEVILLE, CITY OF		
E 101-41940-321	Telephone	\$82.87	0226296	PHONE
E 101-42110-321	Telephone	\$82.87	0226296	PHONE
E 101-43100-321	Telephone	\$82.87	0226296	PHONE
E 101-42210-321	Telephone	\$82.87	0226296	PHONE
E 101-45200-321	Telephone	\$82.87	0226296	PHONE
E 601-49440-321	Telephone	\$82.87	0226296	PHONE
E 602-49490-321	Telephone	\$82.87	0226296	PHONE
E 609-49750-321	Telephone	\$82.91	0226296	PHONE
E 101-41110-310	Computer Consulting Fees	\$310.13	0226333	IT SERVICES
E 101-41400-310	Computer Consulting Fees	\$1,007.94	0226333	IT SERVICES
E 101-42110-310	Computer Consulting Fees	\$3,566.58	0226333	IT SERVICES
E 101-42210-310	Computer Consulting Fees	\$573.75	0226333	IT SERVICES
E 101-43100-310	Computer Consulting Fees	\$310.22	0226333	IT SERVICES
E 101-45200-310	Computer Consulting Fees	\$310.13	0226333	IT SERVICES
E 601-49440-310	Computer Consulting Fees	\$310.13	0226333	IT SERVICES
E 602-49490-310	Computer Consulting Fees	\$310.13	0226333	IT SERVICES
E 609-49750-310	Computer Consulting Fees	\$155.06	0226333	IT SERVICES
E 101-42400-310	Computer Consulting Fees	\$286.87	0226333	IT SERVICES
E 101-41910-310	Computer Consulting Fees	\$155.06	0226333	IT SERVICES
Total ROSEVILLE, CITY OF		\$7,959.00		

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June 2019 to July 2019

			Check Amt	Invoice	Comment
Paid Chk#	076183	7/16/2019	ROYAL SUPPLY		
E 101-41940-210	Operating Supplies		\$33.80	26313	SUPPLIES
E 101-42110-217	Other Operating Supplies		\$135.23	26313	SUPPLIES
E 101-43100-217	Other Operating Supplies		\$67.61	26313	SUPPLIES
E 101-45200-217	Other Operating Supplies		\$67.61	26313	SUPPLIES
E 601-49440-217	Other Operating Supplies		\$67.64	26313	SUPPLIES
E 602-49490-217	Other Operating Supplies		\$67.61	26313	SUPPLIES
	Total ROYAL SUPPLY		\$439.50		
Paid Chk#	076184	7/16/2019	SCHWARTZ, THOMAS		
G 601-22200	Deferred Revenues		\$125.45		REF ACCT #4974
	Total SCHWARTZ, THOMAS		\$125.45		
Paid Chk#	076185	7/16/2019	SEMLER HOMES		
G 601-22200	Deferred Revenues		\$283.58		REF ACCT #5136
	Total SEMLER HOMES		\$283.58		
Paid Chk#	076186	7/16/2019	SOUTHERN GLAZERS OF MN		
E 609-49751-206	Freight and Fuel Charges		\$14.08	1836941	FREIGHT
E 609-49751-251	Liquor For Resale		\$1,344.09	1836941	LIQUOR
E 609-49751-206	Freight and Fuel Charges		\$11.52	1836942	FREIGHT
E 609-49751-253	Wine For Resale		\$910.06	1836942	WINE
E 609-49751-206	Freight and Fuel Charges		\$15.36	1839288	FREIGHT
E 609-49751-251	Liquor For Resale		\$1,566.40	1839288	LIQUOR
E 609-49751-206	Freight and Fuel Charges		\$6.40	1839289	FREIGHT
E 609-49751-251	Liquor For Resale		\$210.00	1839289	WINE
	Total SOUTHERN GLAZERS OF MN		\$4,077.91		
Paid Chk#	076187	7/16/2019	ST. PAUL STAMP WORKS, INC.		
E 101-41910-200	Office Supplies		\$58.13	442976	STAMPS
	Total ST. PAUL STAMP WORKS, INC.		\$58.13		
Paid Chk#	076188	7/16/2019	STATE OF MINNESOTA		
E 101-42110-311	Contract		\$270.00	00000552036	CJDN ACCESS FEE
	Total STATE OF MINNESOTA		\$270.00		
Paid Chk#	076189	7/16/2019	STATE OF MN, DEPT OF FINANCE		
E 208-42110-441	Miscellaneous		\$143.40	.0719	ICR# 17-216415
	Total STATE OF MN, DEPT OF FINANCE		\$143.40		
Paid Chk#	076190	7/16/2019	THE AMERICAN BOTTLING COMPANY		
E 609-49751-254	Miscellaneous Merchandise		\$182.34	3562811666	MISC
	Total THE AMERICAN BOTTLING COMPANY		\$182.34		
Paid Chk#	076191	7/16/2019	TJ ASSOCIATES		
E 101-42110-448	Reserve Officers		\$31.80	230960	BADGES
E 101-42110-448	Reserve Officers		\$7.95	230982	BADGE
	Total TJ ASSOCIATES		\$39.75		
Paid Chk#	076192	7/16/2019	UPPER RUM RIVER WATERSHED MGT		
E 101-49200-471	Watershed		\$6,783.22	07.10.19	2019 AMT
	otal UPPER RUM RIVER WATERSHED MGT		\$6,783.22		
Paid Chk#	076193	7/16/2019	VINOCOPIA, INC.		
E 609-49751-206	Freight and Fuel Charges		\$12.00	0235828-IN	FREIGHT
E 609-49751-253	Wine For Resale		\$560.00	0235828-IN	WINE

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June 2019 to July 2019

		Check Amt	Invoice	Comment
Total	VINOCOPIA, INC.	\$572.00		
	10100 CASH	\$527,647.32		

Fund Summary**10100 CASH**

101 GENERAL FUND	\$202,979.68
208 POLICE FORFEITURE	\$430.20
327 2015 Debt Service	\$2,350.00
330 2017 Refunding Bonds	\$92,765.63
402 CAPITAL EQUIPMENT	\$5,095.10
601 WATER FUND	\$28,293.86
602 SEWER FUND	\$73,941.14
603 STORM WATER	\$60.00
609 LIQUOR FUND	\$104,759.71
803 ESCROW	\$16,972.00
	\$527,647.32